

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   73	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 21-Jun-2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922		CODE W91238		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W91238-04-R-0024	
				X		9B. DATED (SEE ITEM 11) 04-Jun-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to make changes in the Pricing Schedule, Statement of Work and to extend the bid opening date. A. The attached revised Pricing Schedule and Statement of Work is hereby incorporated and replaces those in the original solicitation issued on 04 Jun 2004. B. The time and date for submission of offers is changed from 25 June 2004/1300 PDT to 9 July 2004/3:00 PM PDT. C. The government's point of contact for this action is Paul Bagley, phone number 916-557-7220.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  21-Jun-2004	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time 09-Jul-2004 03:00 PM has been added.  
The number of offeror copies required has increased by 1 from 0 to 1.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

The following have been modified:

**MAINTENANCE AND REPAIR**

**Maintenance and Repair Activities:**

- a. For the purposes of this contract, the Service Contract Act (SCA) will apply to maintenance activities.
- b. For the purposes of this contract, the Davis -Bacon Act (DBA) will apply to repair activities.
- c. Some contract work may be characterized as either DBA painting/repairs or SCA maintenance. For example, replacing broken windows, spot painting, or minor patching of a wall could be considered repair work subject to the DBA or maintenance work subject to the SCA. In those instances where the contract work requires construction trade skills (i.e., carpenter, plumber, painter, etc.) but it is unclear whether the work required is SCA maintenance or DBA painting/repairs, the following rules will apply:

- (1) Requirements/orders which are estimated to require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the Davis -Bacon Act.
- (2) Requirements/orders which will require less than 32 work-hours to perform shall be considered maintenance work subject to the Service Contract Act.
- (3) A single requirement/order for painting work of 200 square feet or more shall be considered to be subject to the Davis -Bacon Act regardless of the total work -hours required.

The determination of the applicable labor standards law and contract wage determination will be made at the time the work is ordered. The Contractor will contact the Contracting Officer with any issues relative to the proper labor law and wages.

**PRICING SCHEDULE**

**STANISLAUS RIVER PARKS MAINTENANCE**

**PRICING SCHEDULE**

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

**UNIT      TOTAL**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UI</b>	<b>PRICE</b>	<b>PRICE</b>
001	<b>Base Year– 1 Aug 04 – 30 Sep 04</b> Maintenance and repair of recreational facilities, structures, buildings, areas, roads, trails, etc. at Stanislaus River Parks, Knights Ferry, CA			
002	<b>Mc Henry Ave Recreation Area</b>			
002AA	Recreation area maintenance	2/MO	\$_____	\$_____
002AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
002AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
002AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
002AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
002AF	Maintenance of water systems	2/MO	\$_____	\$_____
002AG	Repair of water systems	2/MO	\$_____	\$_____
003	<b>Valley Oak Recreation Area</b>			
003AA	Recreation area maintenance	2/MO	\$_____	\$_____
003AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
003AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
003AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
003AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
003AF	Maintenance of water systems	2/MO	\$_____	\$_____
003AG	Repair of water systems	2/MO	\$_____	\$_____

**004 Orange Blossom Recreation Area**

004AA	Recreation area maintenance	2/MO	\$_____	\$_____
004AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
004AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
004AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
004AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
004AF	Maintenance of water systems	2/MO	\$_____	\$_____
004AG	Repair of water systems	2/MO	\$_____	\$_____

**005 Knights Ferry Recreation Area  
South Lot**

005AA	Recreation area maintenance	2/MO	\$_____	\$_____
005AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
005AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
005AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
005AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
005AF	Maintenance of water systems	2/MO	\$_____	\$_____
005AG	Repair of water systems	2/MO	\$_____	\$_____

**006 Knights Ferry Recreation Area  
North Lot**

006AA	Recreation area maintenance	2/MO	\$_____	\$_____
-------	-----------------------------	------	---------	---------

006AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
006AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
006AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
006AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
006AF	Maintenance of water systems	2/MO	\$_____	\$_____
006AG	Repair of water systems	2/MO	\$_____	\$_____
007	<b>Riverbank Recreation Area</b>			
007AA	Recreation area maintenance	2/MO	\$_____	\$_____
007AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
007AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
007AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
007AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
008	<b>Two Mile Bar Recreation</b>			
008AA	Recreation area maintenance	2/MO	\$_____	\$_____
008AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
008AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
008AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
008AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____

**009 Honolulu Bar Recreation Area**

009AA	Recreation area maintenance	2/MO	\$_____	\$_____
009AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
009AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
009AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
009AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____

**010 Horseshoe Recreation Area**

010AA	Recreation area maintenance	2/MO	\$_____	\$_____
010AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
010AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
010AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
010AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____

**011 Oakdale Recreation Area**

011AA	Recreation area maintenance	2/MO	\$_____	\$_____
011AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____
011AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____
011AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____
011AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____

012	<b>Dispersed Recreation Areas</b> All other government owned land as described in (technical exhibit 4) Jacob Meyers Recreation Area Goodwin Dam Recreation Area Buttonbush Recreation Area Ripon Recreation Rivers End Recreation Area				
012AA	Recreation area maintenance	2/MO	\$_____	\$_____	
012AB	Maintenance of recreation area buildings and structures	2/MO	\$_____	\$_____	
012AC	Repair of recreation area buildings and structures	2/MO	\$_____	\$_____	
012AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____	
012AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	2/MO	\$_____	\$_____	
013	Parts, Supplies and Materials*	2/MO	<u>N/A</u>	<u>\$ 7,500.00</u>	
014	Emergency Calls**	40/HR	_____	\$_____	

**TOTAL FOR BASE YEAR: \$\_\_\_\_\_**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UI</b>	<b>MONTHLY PRICE</b>	<b>TOTAL PRICE</b>	
101	<b>First Option Year– 1 Oct 04 – 30 Sep 05</b> Maintenance and repair of recreational facilities, structures, buildings, areas, roads, trails, etc. at Stanislaus River Parks, Knights Ferry, CA				
102	<b>Mc Henry Ave Recreation Area</b>				
102AA	Recreation area maintenance	12/MO	\$_____	\$_____	
102AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____	
102AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____	
102AD	Maintenance of surfaced				



	areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
102AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
102AF	Maintenance of water systems	12/MO	\$_____	\$_____
102AG	Repair of water systems	12/MO	\$_____	\$_____
103	<b>Valley Oak Recreation Area</b>			
103AA	Recreation area maintenance	12/MO	\$_____	\$_____
103AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
103AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
103AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
103AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
103AF	Maintenance of water systems	12/MO	\$_____	\$_____
103AG	Repair of water systems	12/MO	\$_____	\$_____
104	<b>Orange Blossom Recreation Area</b>			
104AA	Recreation area maintenance	12/MO	\$_____	\$_____
104AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
104AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
104AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
104AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

104AF	Maintenance of water systems	12/MO	\$_____	\$_____
104AG	Repair of water systems	12/MO	\$_____	\$_____
105	<b>Knights Ferry Recreation Area South Lot</b>			
105AA	Recreation area maintenance	12/MO	\$_____	\$_____
105AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
105AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
105AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
105AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
105AF	Maintenance of water systems	12/MO	\$_____	\$_____
105AG	Repair of water systems	12/MO	\$_____	\$_____
106	<b>Knights Ferry Recreation Area North Lot</b>			
106AA	Recreation area maintenance	12/MO	\$_____	\$_____
106AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
106AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
106AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
106AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
106AF	Maintenance of water systems	12/MO	\$_____	\$_____
106AG	Repair of water systems	12/MO	\$_____	\$_____

**107 Riverbank Recreation Area**

107AA	Recreation area maintenance	12/MO	\$_____	\$_____
107AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
107AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
107AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
107AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

**108 Two Mile Bar Recreation**

108AA	Recreation area maintenance	9MO	\$_____	\$_____
108AB	Maintenance of recreation area buildings and structures	9/MO	\$_____	\$_____
108AC	Repair of recreation area buildings and structures	9/MO	\$_____	\$_____
108AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
108AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____

**109 Honolulu Bar Recreation Area**

109AA	Recreation area maintenance	12/MO	\$_____	\$_____
109AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
109AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
109AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
109AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

**110 Horseshoe Recreation Area**

110AA	Recreation area maintenance	12/MO	\$_____	\$_____
110AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
110AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
110AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
110AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

**111 Oakdale Recreation Area**

111AA	Recreation area maintenance	12/MO	\$_____	\$_____
111AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
111AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
111AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
111AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

**112 Dispersed Recreation Areas**

All other government owned land  
as described in (technical exhibit 4)  
Jacob Meyers Recreation Area  
Goodwin Dam Recreation Area  
Buttonbush Recreation Area  
Ripon Recreation  
Rivers End Recreation Area

112AA	Recreation area maintenance	12/MO	\$_____	\$_____
112AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
112AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
112AD	Maintenance of surfaced areas, guardrails ,drainage structures			

	and systems and traffic services	12/MO	\$_____	\$_____
112AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
113	Parts, Supplies and Materials*	12/MO	<u>N/A</u>	\$ <u>15,000.00</u>
114	Emergency Calls**	240/HR	_____	\$_____

**TOTAL FOR OPTION YEAR 1 \$\_\_\_\_\_**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UI</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
201	<b>Second Option Year– 1 Oct 05 – 30 Sep 06</b> Maintenance and repair of recreational facilities, structures , buildings, areas, roads, trails, etc. at Stanislaus River Parks, Knights Ferry, CA			
202	<b>Mc Henry Ave Recreation Area</b>			
202AA	Recreation area maintenance	12/MO	\$_____	\$_____
202AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
202AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
202AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
202AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
202AF	Maintenance of water systems	12/MO	\$_____	\$_____
202AG	Repair of water systems	12/MO	\$_____	\$_____
203	<b>Valley Oak Recreation Area</b>			
203AA	Recreation area maintenance	12/MO	\$_____	\$_____
203AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____

203AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
203AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
203AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
203AF	Maintenance of water systems	12/MO	\$_____	\$_____
203AG	Repair of water systems	12/MO	\$_____	\$_____
204	<b>Orange Blossom Recreation Area</b>			
204AA	Recreation area maintenance	12/MO	\$_____	\$_____
204AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
204AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
204AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
204AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
204AF	Maintenance of water systems	12/MO	\$_____	\$_____
204AG	Repair of water systems	12/MO	\$_____	\$_____
205	<b>Knights Ferry Recreation Area South Lot</b>			
205AA	Recreation area maintenance	12/MO	\$_____	\$_____
205AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
205AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
205AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

205AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
205AF	Maintenance of water systems	12/MO	\$_____	\$_____
205AG	Repair of water systems	12/MO	\$_____	\$_____
206	<b>Knights Ferry Recreation Area North Lot</b>			
206AA	Recreation area maintenance	12/MO	\$_____	\$_____
206AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
206AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
206AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
206AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
206AF	Maintenance of water systems	12/MO	\$_____	\$_____
206AG	Repair of water systems	12/MO	\$_____	\$_____
207	<b>Riverbank Recreation Area</b>			
207AA	Recreation area maintenance	12/MO	\$_____	\$_____
207AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
207AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
207AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
207AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
208	<b>Two Mile Bar Recreation</b>			

208AA	Recreation area maintenance	9/MO	\$_____	\$_____
208AB	Maintenance of recreation area buildings and structures	9/MO	\$_____	\$_____
208AC	Repair of recreation area buildings and structures	9/MO	\$_____	\$_____
208AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
208AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
209	<b>Honolulu Bar Recreation Area</b>			
209AA	Recreation area maintenance	12/MO	\$_____	\$_____
209AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
209AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
209AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
209AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
210	<b>Horseshoe Recreation Area</b>			
210AA	Recreation area maintenance	12/MO	\$_____	\$_____
210AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
210AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
210AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
210AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
211	<b>Oakdale Recreation Area</b>			



211AA	Recreation area maintenance	12/MO	\$_____	\$_____
211AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
211AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
211AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
211AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
212	<b>Dispersed Recreation Areas</b> All other government owned land as described in (technical exhibit 4) Jacob Meyers Recreation Area Goodwin Dam Recreation Area Buttonbush Recreation Area Ripon Recreation Rivers End Recreation Area			
212AA	Recreation area maintenance	12/MO	\$_____	\$_____
212AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
212AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
212AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
212AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
213	Parts, Supplies and Materials*	12/MO	<u>N/A</u>	<u>\$ 15,000.00</u>
214	Emergency Calls**	240/HR	_____	\$_____

**TOTAL FOR OPTION YEAR 2 \$\_\_\_\_\_**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UI</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
301	<b>Third Option Year– 1 Oct 06 – 30 Sep 07</b> Maintenance and repair of recreational			

facilities, structures, buildings, areas,  
roads, trails, etc. at Stanislaus River  
Parks, Knights Ferry, CA

**302 Mc Henry Ave Recreation Area**

302AA	Recreation area maintenance	12/MO	\$_____	\$_____
302AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
302AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
302AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
302AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
302AF	Maintenance of water systems	12/MO	\$_____	\$_____
302AG	Repair of water systems	12/MO	\$_____	\$_____

**303 Valley Oak Recreation Area**

303AA	Recreation area maintenance	12/MO	\$_____	\$_____
303AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
303AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
303AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
303AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
303AF	Maintenance of water systems	12/MO	\$_____	\$_____
303AG	Repair of water systems	12/MO	\$_____	\$_____

**304 Orange Blossom Recreation Area**

304AA	Recreation area maintenance	12/MO	\$_____	\$_____
-------	-----------------------------	-------	---------	---------

304AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
304AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
304AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
304AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
304AF	Maintenance of water systems	12/MO	\$_____	\$_____
304AG	Repair of water systems	12/MO	\$_____	\$_____
305	<b>Knights Ferry Recreation Area South Lot</b>			
305AA	Recreation area maintenance	12/MO	\$_____	\$_____
305AB	Maintenance of recreation area buildings and s tructures	12/MO	\$_____	\$_____
305AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
305AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
305AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
305AF	Maintenance of water systems	12/MO	\$_____	\$_____
305AG	Repair of water systems	12/MO	\$_____	\$_____
306	<b>Knights Ferry Recreation Area North Lot</b>			
306AA	Recreation area maintenance	12/MO	\$_____	\$_____
306AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
306AC	Repair of recreation			

	area buildings and structures	12/MO	\$_____	\$_____
306AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
306AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
306AF	Maintenance of water systems	12/MO	\$_____	\$_____
306AG	Repair of water systems	12/MO	\$_____	\$_____
307	<b>Riverbank Recreation Area</b>			
307AA	Recreation area maintenance	12/MO	\$_____	\$_____
307AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
307AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
307AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
307AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
308	<b>Two Mile Bar Recreation</b>			
308AA	Recreation area maintenance	9/MO	\$_____	\$_____
308AB	Maintenance of recreation area buildings and structures	9/MO	\$_____	\$_____
308AC	Repair of recreation area buildings and structures	9/MO	\$_____	\$_____
308AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
308AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
309	<b>Honolulu Bar Recreation Area</b>			
309AA	Recreation area maintenance	12/MO	\$_____	\$_____

309AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
309AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
309AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
309AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
310	<b>Horseshoe Recreation Area</b>			
310AA	Recreation area maintenance	12/MO	\$_____	\$_____
310AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
310AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
310AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
310AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
311	<b>Oakdale Recreation Area</b>			
311AA	Recreation area maintenance	12/MO	\$_____	\$_____
311AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
311AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
311AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
311AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
312	<b>Dispersed Recreation Areas</b> All other government owned land as described in (technical exhibit 4) Jacob Meyers Recreation Area			

Goodwin Dam Recreation Area  
 Buttonbush Recreation Area  
 Ripon Recreation  
 Rivers End Recreation Area

312AA	Recreation area maintenance	12/MO	\$_____	\$_____
312AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
312AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
312AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
312AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
313	Parts, Supplies and Materials*	12/MO	<u>N/A</u>	\$ <u>15,000.00</u>
314	Emergency Calls**	240/HR	_____	\$ _____

**TOTAL FOR OPTION YEAR 3 \$ \_\_\_\_\_**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UI</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
401	<b>Fourth Option Year– 1 Oct 07 – 30 Sep 08</b> Maintenance and repair of recreational facilities, structures, buildings, areas, roads, trails, etc. at Stanislaus River Parks, Knights Ferry, CA			
402	<b>Mc Henry Ave Recreation Area</b>			
402AA	Recreation area maintenance	12/MO	\$_____	\$_____
402AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
402AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
402AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
402AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

402AF	Maintenance of water systems	12/MO	\$_____	\$_____
402AG	Repair of water systems	12/MO	\$_____	\$_____
403	<b>Valley Oak Recreation Area</b>			
403AA	Recreation area maintenance	12/MO	\$_____	\$_____
403AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
403AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
403AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
403AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
403AF	Maintenance of water systems	12/MO	\$_____	\$_____
403AG	Repair of water systems	12/MO	\$_____	\$_____
404	<b>Orange Blossom Recreation Area</b>			
404AA	Recreation area maintenance	12/MO	\$_____	\$_____
404AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
404AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
404AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
404AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
404AF	Maintenance of water systems	12/MO	\$_____	\$_____
404AG	Repair of water systems	12/MO	\$_____	\$_____

405     **Knights Ferry Recreation Area  
South Lot**

405AA	Recreation area maintenance	12/MO	\$_____	\$_____
405AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
405AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
405AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
405AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
405AF	Maintenance of water systems	12/MO	\$_____	\$_____
405AG	Repair of water systems	12/MO	\$_____	\$_____

406     **Knights Ferry Recreation Area  
North Lot**

406AA	Recreation area maintenance	12/MO	\$_____	\$_____
406AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
406AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
406AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
406AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
406AF	Maintenance of water systems	12/MO	\$_____	\$_____
406AG	Repair of water systems	12/MO	\$_____	\$_____

407     **Riverbank Recreation Area**

407AA	Recreation area maintenance	12/MO	\$_____	\$_____
407AB	Maintenance of recreation			



	area buildings and structures	12/MO	\$_____	\$_____
407AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
407AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
407AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
408	<b>Two Mile Bar Recreation</b>			
408AA	Recreation area maintenance	9/MO	\$_____	\$_____
408AB	Maintenance of recreation area buildings and structures	9/MO	\$_____	\$_____
408AC	Repair of recreation area buildings and structures	9/MO	\$_____	\$_____
408AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
408AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	9/MO	\$_____	\$_____
409	<b>Honolulu Bar Recreation Area</b>			
409AA	Recreation area maintenance	12/MO	\$_____	\$_____
409AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
409AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
409AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
409AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
410	<b>Horseshoe Recreation Area</b>			
410AA	Recreation area maintenance	12/MO	\$_____	\$_____
410AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____

410AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
410AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
410AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
411	<b>Oakdale Recreation Area</b>			
411AA	Recreation area maintenance	12/MO	\$_____	\$_____
411AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
411AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
411AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
411AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
412	<b>Dispersed Recreation Areas</b> All other government owned land as described in (technical exhibit 4) Jacob Meyers Recreation Area Goodwin Dam Recreation Area Buttonbush Recreation Area Ripon Recreation Rivers End Recreation Area			
412AA	Recreation area maintenance	12/MO	\$_____	\$_____
412AB	Maintenance of recreation area buildings and structures	12/MO	\$_____	\$_____
412AC	Repair of recreation area buildings and structures	12/MO	\$_____	\$_____
412AD	Maintenance of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____
412AE	Repair of surfaced areas, guardrails ,drainage structures and systems and traffic services	12/MO	\$_____	\$_____

413	Parts, Supplies and Materials*	12/MO	<u>N/A</u>	\$ <u>15,000.00</u>
414	Emergency Calls**	240/HR	_____	\$ _____

**TOTAL FOR OPTION YEAR 4 \$ \_\_\_\_\_**

**TOTAL FOR BASE YEAR: \$ \_\_\_\_\_**

**TOTAL FOR FIRST OPTION: \$ \_\_\_\_\_**

**TOTAL FOR SECOND OPTION: \$ \_\_\_\_\_**

**TOTAL FOR THIRD OPTION: \$ \_\_\_\_\_**

**TOTAL FOR FOURTH OPTION: \$ \_\_\_\_\_**

**TOTAL AMOUNT – BASE PLUS OPTIONS 1 – 4 \$ \_\_\_\_\_**

**\*Parts, supplies, and materials: The line item amount is stated for uniformity in preparation of proposals. This amount cannot be exceeded during performance of this contract without written approval by the Contracting Officer in the form of a modification.**

ALL PARTS, SUPPLIES AND MATERIALS WILL BE PAID ON A MONTHLY BASIS UPON SUBMITTAL OF A PAID INVOICE TO THE PARK MANAGER. REIMBURSEMENT UNDER THIS LINE ITEM SHALL BE FOR PARTS, SUPPLIES AND MATERIALS THAT ARE INSTALLED AND BECOME PART OF THE COE FACILITIES. REIMBURSEMENT FOR THIS LINE ITEM SHALL NOT INCLUDE PROFIT. PLEASE INCLUDE THIS LINE ITEM AMOUNT WHEN CALCULATING YOUR BID PRICE. THE GOVERNMENT HAS SET-ASIDE THIS AMOUNT FOR SERVICES RENDERED.

**\*\* ESTIMATED QUANTITY LINE ITEMS: (Emergency Calls)**

Line items 014, 114, 214, 314, and 414 on the Pricing Schedule (Section B) are estimated-quantity line items.

For line items identified as estimated-quantity line items, the quantities are estimated amounts only and are not guaranteed amounts. The contractor will only be paid for work actually performed. At no time will the contractor exceed the estimated quantity on any estimated quantity line item. The contractor will establish a tracking system of actual quantities against the contract's estimated quantities for each estimated-quantity line item and will maintain the tracking system up to date throughout the life of the contract. When the actual quantity of any line item reaches 75% of the estimated dollar amount on any estimated quantity line item, the contractor will notify the Government's Contract Specialist and the Technical PoC in writing by fax or e-mail within two calendar days. Once the Government is notified that the actual quantity has reached 75% of the estimated dollar amount on any line item and if the Government determines that the estimated quantity needs to be increased, the contractor will receive an official modification to the contract action signed by the Contracting Officer increasing the quantity and the amount obligated on the contract BEFORE the contractor will proceed to work over the existing estimated quantity. The modification will set the new estimated quantity that the contractor may not exceed without another modification. Every invoice will be accompanied by a full accounting of each estimated-quantity line item being billed, the actual quantity being billed and full documentation to support the actual quantities.

**Emergency Calls: Line items 014, 114, 214, 314, and 414 are for emergency use only as directed by the Project Manager (Park Manager). See Statement of Work in Section C, under paragraphs VI 4 and 5.**

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

### STATEMENT OF WORK

## STANISLAUS RIVER PARKS MAINTENANCE

### STATEMENT OF WORK

#### ***I. Description of Work***

### **1. DESCRIPTION:**

a. The work described in this Statement of Work (SOW) provides for the maintenance of recreational facilities, structures, buildings, areas, roads, trails, etc. at Stanislaus River Parks. The contract is for a period of one year with an option to extend for two additional years. Exercise of option years will be at the discretion of the government. Descriptions of the work listed below:

(1) Maintenance and repair of recreation areas including preparation of park areas for summer operation. This includes maintenance and repair to equipment, grounds, trails, and landscaped areas.

(2) Maintenance and repair of recreation area buildings and structures.

(3) Maintenance and repair of surfaced and un-surfaced areas.

(4) Maintenance and repair of water systems.

b. Contractor responsibility shall include all aspects necessary to provide all maintenance and repair and related services as specified. The work shall be conducted in strict accordance with the contract and all applicable Federal, state, and local laws, regulations, codes. Contractor shall insure that all work provided meets industry standards or performance standards specified. Contractor shall perform all related contractor administration services necessary to perform the work.

**2. Location:** The Park Headquarters of Stanislaus River Parks is:

US Army Corps of Engineers  
Sacramento District  
17968 Covered Bridge Road  
Knights Ferry, California 95361  
(Stanislaus River Parks)

**3. Worksite Descriptions:** Stanislaus River Parks is located along the Stanislaus River 2 miles north of Oakdale, California. The project has no Corps operated dam but consists of 118 miles of shoreline extending from Goodwin Dam, approximately 4 miles east of the historic town of Knights Ferry, to the confluence of the San Joaquin River.

**4. Personnel:**

a. Contractor shall be physically present at Stanislaus River Parks during the hours 0745 through 1630, Monday through Friday, except official Federal holidays, during the non-recreation season – October through April. The contractor shall conduct overall management coordination and shall be the central point of contact at the park with the Contracting Office Representative (COR) for performance of all work under the contract. Another individual shall be designated to act for the project managers when work is being performed at hours other than as listed above or during absences such as illness, vacation, etc. Advance notice of such change shall be provided to and reviewed by the COR. The contractor, and any individual designated to act for them, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to Contractor administration of the contract. The contractor and any alternates, shall be able to understand, speak, read and write the English language. During the recreation season, May through September, the contractor or their designated alternates shall be present at Stanislaus River Parks during the hours 0745 through 1630 Monday through Friday, 5 days a week, including Federal holidays.

b. Contractors shall provide all necessary personnel to accomplish all contract work or service within specified time frames. A minimum of two contractor personnel shall be on site during working hours all year. When one contractor or employee goes on vacation or is sick, an alternate person must be available to take that persons place.

c. All personnel must be qualified to perform the tasks assigned in accordance with (IAW) Government regulations.

d. Contractor shall also provide a qualified individual, approved by the Government, for quality control. The resumes of the nominated individual shall be provided to the Government at the pre-performance conference. This designated person may be one of the minimum staff required.

e. The Contractor shall conform and require contractor personnel to conform to similar standards of conduct as Government personnel. Personnel conditions (such as being under the influence of intoxicating beverages, drugs, etc.) which may interfere with the performance of contract services will not be permitted. Misconduct of the kind set forth in this paragraph shall cause the Contractor to take disciplinary action against contractor employee(s) which could result in removal of contractor employee(s) from Government property and work under the contract. When it is necessary to remove contractor personnel, Contractor shall immediately provide a qualified replacement(s) to carry out the services to be performed.

**5. Disaster Response Work:** In the event Government property or equipment is damaged by causes of disastrous nature, such as tornado, flood or fire, or criminal act, the Contracting Officer will determine emergency action necessary to protect Government property and equipment. The Contractor may then be directed to do emergency work to the extent necessary to protect or repair Government property and equipment.

**6. Quality Control:**

a. Contractor Quality Control : The Contractor is responsible for establishing and maintaining adequate quality control to insure satisfactory performance of contract work in accordance with the SOW. This feature will be assured by a Comprehensive Quality Control Plan developed by the Contractor and approved by the COR prior to initiating work.

b. Performance Evaluation Meetings: The Park Manager will be the COR. Meetings shall be held weekly during the first three months of the contract. Meetings shall be held thereafter as determined necessary by the COR. However, a meeting shall be held within one working day when a Contract Discrepancy Report (CDR) is issued. Mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor and signed by the Contractor and the COR. Should the Contractor not concur with any minutes, he/she shall so state, in writing, and request a final decision from the Contracting Officer.

## **7. Hours of Operation and Federal Holidays:**

a. Operating Hours: Normal duty hours at Stanislaus River Parks are from 0745 to 1630 hours, Monday through Friday. (5 days a week, including Federal holidays (Memorial Day (observed), 4<sup>th</sup> of July (observed), and Labor Day (observed) during the recreation season – May through September).

b. Routine Work: Routine inspection and maintenance work shall be accomplished during normal duty hours, Monday through Friday.

c. Emergency Work: All emergency repair work shall be accomplished whenever required, and shall be carried to completion without interruption, notwithstanding normally scheduled working hours, weekends or holidays unless released by the COR. Response to emergency service calls during normal work hours shall not exceed one hour and response during off-work hours shall not exceed four hours regardless of the time during the day or night, weekends or holidays. Response to urgent calls shall not exceed 8 working hours. Response time is the time that the Contractor begins to work on a work order/work request.

d. Park Closure. When an unforeseen park closure occurs on a regularly scheduled day of work, the Government will have the following options:

(1) Reschedule the work to be performed the following day (or as soon as practicable - weather permitting) unless the following day is a Saturday or Sunday and routine work is not scheduled for Saturday and Sunday.

(2) When mutually agreed, forego the work and reduce payment due the Contractor accordingly for work not performed. The amount of reduction will be pro-rated using the monthly amount for the applicable service(s).

(3) Reschedule the work on any day mutually satisfactory.

## **8. Security and Key Control:**

a. Physical Security: The Contractor shall comply with Division/District(s) security requirements/plans provided by the Government. The purpose of these plans is to achieve adequate protection for Corps recreation areas, and their land and facilities by using all available resources to prevent or minimize loss or damage from vandalism or other criminal activity. The plans are concerned with physical security and are designed to safeguard Government employees, contractors(s) employees, and the visiting public, and to prevent unauthorized access or use of Government or contractor equipment or facilities, materials and documents and to safeguard against damage and theft.

b. Key Control Contractor shall establish a control system to ensure that no keys issued to the Contractor by the Government are lost, misplaced, duplicated or used by unauthorized persons. The Contractor will have deducted from his/her monthly payment the cost of lock work and key replacement resulting from his/her negligence. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost charged against the Contractor. Procedures developed to control Government keys shall be included in the Contractor Quality Control Plan. The Contractor shall:

(1) Maintain an inventory of all keys. Records of lost, stolen or misplaced keys shall also be maintained. Report any occurrence of lost key(s) immediately to the Park Manager who is the responsible official at the project(s). In no event shall the report be later than the next working day.

(2) Prohibit the use of keys issued by the Government by any person other than authorized contractor employees. Contractor employees shall not permit entrance to locked areas to any other person than contractor personnel engaged in the performance of work in those areas without written authorization by the COR.

(3) At the completion or termination of the contract all keys and locks shall be returned to the COR.

**9. Conservation of Utilities:** The Contractor shall instruct his/her employees in conservation practices and make suggestions to the Contracting Officer Representative during performance evaluation meetings on activities and improvements to promote efficient use of all energy. The Contractor shall operate under conditions which preclude utility waste, which shall include as a minimum:

(a) Use of lights only in areas where work is actually being performed.

(b) Turn off water faucets, valves and equipment after required usage has been performed.

(c) Only authorized contractor employees approved by the Contracting Officer shall operate mechanical equipment controls for heating, ventilation and air conditioning systems.

#### **10. Environmental Program:**

a. Regulations/Laws: Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the COR.

b. Compliance Requirements: Any of the areas maintained by the Contractor may be inspected by the COR or other Government Officials on short-notice basis. Access for inspection shall be granted during normal working hours, upon notice from the COR. The Contractor will be given two (2) hours advance notice of such visits by the Contracting Officer or his/her designated representative.

c. Citations: Citations against Government facilities maintained by the Contractor for noncompliance with environmental standards are a matter for resolution between the Contracting Officer and the issuing office of EPA or States of California, Arizona and Nevada. Payment of fines or penalty charges associated with citations issued by Federal, state or local officials shall be paid by the Government. If the citations are issued due to faulty Contractor maintenance practices, the Contracting Officer shall deduct the fine from any monies due the Contractor.

d. Equipment and Manpower: Contractor shall provide all necessary manpower, equipment, and material to implement all spill response, containment, and clean-up when a spill occurs as a direct result of their actions. Reporting shall be done as specified by Federal, state and local laws, regulations, standards and plans.

#### **11. Interface:**

a. Administrative Office Areas: Government personnel will be working in office areas during working hours. Contractor shall cooperate with the personnel in the immediate area where any service or maintenance work is being performed. In event such Government office personnel so requests, Contractor shall temporarily cease work in these areas and report the instructions to include names and telephone numbers of the Government personnel involved to the COR by telephone. The COR will then direct the Contractor as to how he/she will proceed with contract operations. Only the Contracting Officer or the COR can authorize a work stoppage. Contractor failure to notify the COR and receive necessary instructions could result in an unauthorized work stoppage.

- b. Restricted Areas: Contractor shall comply with all restricted areas' procedures and instructions. Contractor personnel working in restricted areas such as computer rooms, command communication center, etc. may be required to sign in and out and state the nature of business at the entrance desk.

**12. SAFETY REQUIREMENTS AND REPORTING:** All work shall be conducted in a safe manner and shall comply with EM 385-1-1 (Corps of Engineers Safety Manual available at <http://www.hq.usace.army.mil/soh/em385/current/current38511.htm>) and OSHA requirements. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time lost due to any such stop order shall be handled as stated in the Stop Work Order Clause of this contract. The Contractor shall be completely familiar with each recreation area resource management appendices for Fire, Safety and Security. The sites of the contracted work are on Federal property and all rules and regulations issued by the District Engineer or his appointed representatives exercising authority covering fire, safety, sanitary, severe weather requirements, admission to the project, conduct of operations, etc., shall be observed by the Contractor and his/her employees. The regulations included:

a. Fire Prevention: Contractor and his/her employees shall be cognizant of, and shall observe all requirements for handling and storage of combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with National Fire Code and National Board of Fire Underwriters. The Contractor shall familiarize him/herself and his/her employees with methods of turning in a fire alarm. He/she is also responsible for exercising care when working in wooded areas to prevent forest fires.

b. Safety: All rules of safety which are or may be imposed upon the Contractor by Federal, state or local code, and the District regulations shall be effectively carried out in the performance of the services set forth herein. Contractor shall take proper safety and health precautions to protect the work, the employees, the public and the property of others. Prior to start of work, Contractor shall be required to discuss and develop a mutual understanding relative to administration of the safety program. Safety and fire prevention are discussed further in the following paragraphs.

c. Safety: The Contractor shall formulate and furnish the COR during the pre-proposal conference, in writing, a comprehensive program to implement the general policies and procedures for safe operation and maintenance of the recreation areas, in accordance with applicable provisions of OSHA and EM 385-1-1, Safety and Health Requirement. The program shall include provisions for plant and equipment maintenance, employee responsibility for working safely, indoctrination and training of employees, public safety activities and responsibilities for implementation of regulations pertaining to fire prevention, and maintenance of an adequate fire protection plan. The Contractor safety program shall ensure that hazards to the public are not permitted within Contractor work areas. The Contractor shall coordinate with the COR in making periodic inspections of the Contractor activities to ensure that hazards to the public do not exist.

d. Clothing and Personnel Safety Equipment: Contractor personnel shall wear clothing suitable for the weather and working conditions. The minimum shall be short sleeve shirt, long trousers, and safety toe shoes. Uniformed clothing is not required to identify Contractor personnel. Hard hats and seat belts shall be provided by the Contractor as needed when engaged in work which requires such protection. Employees of the Contractor shall be required to wear other protection apparel in accordance with Section 7, EM 385-1-1. Contractor and employees shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place to an outer garment.

e. Personal Safety Training: The Contractor shall provide training for each employee covering safe work practices, proper housekeeping, and fire protection in accordance with provisions of EM 385-1-1. Personnel shall be trained in confined spaces training when entering a confined space. Safety meeting of all Contractor employees shall be held monthly to discuss the operation of contractor safety program.

f. Safe Clearance Procedures: ER 385-1-31, Safe Clearance Procedures, for Electrical, Mechanical, Pressure and Hazardous Equipment, shall be kept on file in a readily available location. It will be reviewed annually by all employees. The procedures established for clearances when working on or near electrical, mechanical, pressure, and other hazardous equipment shall be strictly followed.



g. Reports: Contractor shall immediately notify the COR when there is a building fire, forest fire, injury to Contractor or employees, or injury to the public or private property and shall complete a damage or accident report. A fire report shall be completed on DA Form 3985 or DD Form 2324-1 and submitted to the COR within 10 working days of the fire.

h. Damage Reports: In all instances where Government property and/or equipment are damaged by Contractor employees, a full written report of the fact and extent of such damage shall be submitted to the Contracting Officer within 24 hours of the occurrence.

i. Accident Reports: The Contractor shall comply with OSHA and other regulatory requirements for record keeping and reporting of all accidents resulting in death, trauma, occupational disease or environmental damage. Contractor shall provide a verbal report to the COR within four (4) hours of occurrence and a written follow-up report within three (3) working days of occurrence (in the matter and on the forms prescribed by the COR) whenever an accident involving personal injury occurs.

j. Safety Hazard Analysis: At the start of the contract the Contractor shall meet with the COR or his designated representative to discuss an analysis of the hazards and control measures associated with the contract or work item. The Contractor shall submit a written job hazard analysis prior to the start of each major item of work. The analysis shall include the evaluations of hazards, as well as commonly recurring deficiencies that might be encountered for that operation and will identify proposed methods and techniques of accomplishing each item in a safe manner. Plans shall include but not be limited to equipment operations, grounds maintenance, debris removal, building and road maintenance, work on electrical systems, etc.

k. Fire Prevention: The fire plan serves as a guide for prevention and suppression of building fires and forest fires at Stanislaus River Parks. The plan provides for training of personnel, preventive measures to reduce incidents of fire, procedures in case of either building or forest fires and provisions for necessary equipment and tools for prompt suppression activities.

l. Employee Awareness: Contractor shall inform his/her employees of fire hazards which may be encountered in their working environment and those connected with the performance of particular tasks.

m. Fire Drills: In accordance with EM 385-1-1 fire drills are periodically conducted as developed by the Safety Officer and the Park Manager. Evacuation diagrams are posted in all buildings.

n. Organization: Neither Government employees nor Contractor employees are assigned to specific fire teams or specific fire fighting duties. Employees shall be, however, directed and trained to suppress only the smallest fires and to take only initial actions on building and structural fires. **In all cases employees will call the Volunteer Fire Departments immediately.**

o. Suppression: All Contractor employees shall be responsible for detecting and taking initial action on all fires in conjunction with their normal duties. Suppression activities shall be strictly adhered to as described in the recreation area, Fire Protection Plans.

**13. Quality Control**: The Government will evaluate the Contractor performance under the contract using random sampling or customer complaint. All surveillance observations will be recorded by the Government. When an observation indicates a deficiency, the Contractor will be called back to correct the deficiency. If the deficiency is not corrected or completed in a timely manner the government reserves the right to deduct portions of payment for deficiencies in contract service in accordance with the Inspection clause of this contract.

**14. Subcontracting**: The Contractor may obtain certain requirements of the contract from other sources that the contractor may choose at no additional cost to the Government. The performance standards of such services obtained from other sources shall meet those standards specified in the contract.

**15. Service and Maintenance Management:** Contractor shall provide all services and maintenance management required to perform the work and meet all performance standards as specified. Standards are specified in the SOW.

**16. Staff Visits:** Contractor is advised that the Division and District often conduct staff visits to the parks, to include functional areas covered under the contract. These visits may result in recommendations for improvements deemed necessary to enhance the overall Corps mission. Recommendations for improvements of areas of work which are Contractor responsibility shall be implemented as directed by the COR.

**17. Contractor Contact with Government Personnel, Caution to Contractor:** Contractor is advised that any work at the direction of unauthorized Government personnel will not be credited as work accomplished under the contract.

**18. Work Control:** Contractor shall schedule and perform all work IAW all terms and conditions contained in the contract. Contractor shall develop and provide all specified written plans and schedules. One copy of all work schedules shall be provided to the COR or his designated representative for review and approval one week in advance of work performance.

a. The Contractor shall provide a local telephone number, a long-distance telephone number with reverse charges, as applicable, or answering service which is answered 24 hours per day, 7 days per week, each day of the year, at which Contractor can be notified of emergency work. The Government shall not be expected to call a series of phone numbers to locate the Contractor or Contractor designated representative. **FAILURE TO MAINTAIN ACCEPTABLE COMMUNICATION CHANNELS MAY BE UNSATISFACTORY SERVICE.**

**19. Vehicle Registration:** All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected IAW applicable Federal, State, and local government requirements. Contractor shall comply and shall require all Contractor employees or subcontractors to comply.

**20. Reporting Requirement:**

a. The Contractor shall report any circumstances of needed repair of recreation area, or unusual soiling of an area which may affect performance of contract work, unhealthful or hazardous conditions, or any delays or interference of work by Government employees. Such reports shall be made to the COR no later than close of business (COB) on same day of occurrence.

b. The Contractor shall report to the COR all personal articles found by the Contractor or his/her employees. Found articles shall be turned into the COR on same day found.

**21. Coordination with Other Contractors:** The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his/her own work to such additional work as may be directed by the Contracting Officer Representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees.

**II. DEFINITIONS/ACRONYMS:** As used throughout this SOW, the following terms/acronyms shall have the meaning set forth below:

**Appurtenances (Surfaced Areas):** Appurtenances include all features associated with pavement, such as ditches, culverts, and storm sewers; traffic signs, signals, markings; rights-of-way or snow fencing; shoulders; curbs; guardrails; cattle guards; and supporting embankments.

**As Is:** Without additional maintenance or repair expense solely for the purpose of transfer to the Contractor(s).

**Associated Structures** (Surfaced Areas): Associated structures are all major items included in a road network or other system which are considered to be of greater engineering significance than an appurtenance. Associated structures include bridges, tunnels, and major drainage structures.

**Baseyard** A storage and maintenance facility supporting Sacramento District recreation.

**Call-back:** A request for additional services following the initial service that has not been accomplished or corrected.

**Check:** To examine, test or compare with a standard to verify that the unit under surveillance is operating within design specifications.

**Clean:** As used generally, means removal of dirt or impurities. As used for acceptance of work, means gleaming, bright, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy, having no flaws or roughness, clear, regular, or having few corrections, etc.

**Collection Point.** The designated points where solid wastes/refuse will be assembled in proper containers or bundles for collection by the Contractor. (May be referred to as collection points, pickup stations, or collection site).

**Contract Discrepancy Report. (CDR):** A formal, written-documentation of Contractor(s) nonconformance or lack of performance for contracted work.

**Contracting Officer:** A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**Contracting Officer Representative. (COR)** Under this contract the COR shall be the Park Manager at Stanislaus River Parks. The COR will be officially appointed by the Contracting Officer. A copy of the appointment letter will be sent to the Contractor stating the COR's authorities.

**Contractor:** The term Contractor(s) as used herein refers to both the prime PWS Contractor(s) and any subcontractors. The Contractor(s) will be responsible for insuring that his/her subcontractors comply with provisions of this SOW and the contract.

**Crack Sealing** (Surfaced Areas): Crack sealing is a method of repair in which the cracks are cleaned by means of blowing air pressure or routing and filling with a crack sealing material.

**Critical Equipment and Facilities:** Items of equipment or facilities that must operate continuously or throughout the respective season in order to support critical missions. Failure of equipment or facilities in meeting design output requirements may affect the health and welfare of personnel or damage Government equipment or properties. Emergency or urgent service calls are often required to restore the critical equipment to optimum operating condition and provide the output required. Examples are: Plumbing and irrigation systems.

**Culvert** (Surfaced Areas): A culvert consists of a conduit, especially a drain, which is a pipe like structure of brick, metal, stone, or concrete that passes under a road, railroad track, footpath, etc., or through an embankment.

**Daily Activity Report: (DAR)** A log of the contractor's activity during the servicing of this contract. This log is developed by the contractor and is submitted to the Government at the end of each service. The log shall note the date, time (hour/minute) work was started and completed, and any defects found in the service area.

**Defect:** Each instance of noncompliance with a contract requirement. A defect may be caused by either nonperformance or poor performance.

**Delivery Order:** Means that certain services to be furnished under a contract shall be ordered on a document referred to as a delivery order. The delivery order shall be issued by a COR. A delivery order is subject to the terms and conditions of the contract for which it was ordered. In the event of conflict between a delivery order and the contract, the contract shall take precedence. A delivery order is considered “issued” when the Government deposits the order in the mail.

**Division/District.** As mentioned in this contract, Division refers to the South Pacific Division; District refers to the Sacramento District Corps of Engineers.

**Emergency Service Request:** A request for service (requiring an immediate response), when health, safety, or mission will be adversely affected if the situation is not abated as soon as possible.

**Estimate:** A calculated approximation of the worth, size and/or cost of a specified requirement.

**Government:** Means the Government of the United States of America.

**Government Representative:** The Contracting Officer(CO), Contracting Officers Representative (COR) and Quality Assurance Evaluator(s) (QAE).

**Garbage:** Spoiled or waste food, as from a market or kitchen, etc., that is thrown away. Any worthless, unnecessary or offensive organic matter to include any original container within which such garbage remains exist.

**Hazardous Waste:** Hazardous waste materials include but are not limited to: toxins, poisons, corrosives, irritants, radioactive, biologically infectious, explosives, flammables, or any material that presents a hazard to human/animal or the environment. Special handling and disposal procedures are required for their disposal in compliance with Federal, state, and local regulations.

**Improved Grounds :** Grounds on which intensive development and maintenance measures are performed. This category applies to areas within the built-up section of a recreation area which contains lawns, landscaping, athletic facilities and parking areas and other intensively used areas.

**Inspection.** The critical examination of a structure, mechanism, system or procedure to discover discrepancies and/or inefficiencies.

**Installed Equipment:** Those items of equipment and furnishings which are required to make the facility useable and are affixed as a permanent part of the structure. These items include plumbing fixtures and equipment, fixed heating, ventilating, cooling, air conditioning, electrical and fixed fire protection systems, elevators and escalators, overhead-crane runways, lavatory counters, cabinets, and similar fixed equipment.

**Litter:** Any man-made material left abandoned.

**Litter Pickup:** Refers to the pickup and disposal of litter.

**Maintenance (General):** The work required to preserve and maintain a facility and surrounding area in such condition that it may be effectively used for its designated functional purpose. Maintenance includes work done to prevent damage which would be more costly to restore than to prevent. Maintenance includes work to sustain components. Examples include renewing disposal filters, painting, caulking, refastening loose siding and sealing bituminous pavements; trash/garbage pickup, recreation equipment/furniture repair.

**Maintenance (Surfaced Areas):** Maintenance of roads, parking areas, walkways, and other surfaced areas primarily encompasses day-to-day routine work. It includes such functions as blading or dragging stabilized surfaces (see definition below); cleaning ditches; patching; sealing existing paved surfaces; sealing joints and cracks; jack

hammering; fence erection and removal; vegetation control near pavements; erosion control; maintenance of bridges, trestles, retaining walls, culverts, inlets, and manholes; and replacing or repainting pavement markings and traffic control signs and signals.

**Manholes (Surfaced Areas):** A street-level opening in a sewer provided for the purpose of permitting a worker to enter or leave the sewer.

**Overlay (Surfaced Areas):** The resurfacing of all or part of an existing pavement as required to maintain serviceability of the pavement, including (a) spot repair of the existing pavement to support the overlay; (b) necessary preparation of the existing pavement surface; (c) placement of a leveling course as required for correction of an uneven pavement surface prior to overlayment; and (d) placement and finishing the new wearing surface.

**Statement of Work (SOW):** The document that describes accurately the essential and technical requirements for items, materials or services including the standards used to determine whether the requirements have been met.

**Pests:** Defined as insects, spiders, mice, and ground squirrels and other vermin for the purpose of this contract.

**Pest Control/Management:** Pest control or prevention by a comprehensive approach that considers various suppression techniques, the habitat of the pest, and interrelationships between the pest populations and ecosystem.

**Policing Grounds:** The pickup and disposal of paper, bottles, cans, cardboard, plastic, rags, and other litter on grounds and other areas.

**Potholes (Surfaced Areas):** Bowl-shaped holes of various sizes in the pavement surfaces resulting from localized failure of the base or sub-base.

**Preventive Maintenance (PM):** A systematic and cyclic check, inspection and correction of minor deficiencies as well as the recording and reporting of deficiencies beyond the scope of PM. ALL SCHEDULED PREVENTIVE MAINTENANCE IS WORK LEVEL 1 WITHOUT EXCEPTION (Ref: TM 5-610, para. 5, page 5 and AR 420-11.)

**Preventive Maintenance (Surfaced Areas):** The systematic care, servicing, and inspection of pavement for the purpose of detecting and correcting incipient failures and accomplishing minor maintenance.

**Project:** Stanislaus River Parks.

**Quality Assurance (QA):** A method used by the Government to check goods or services to determine that they meet the requirements of the work statement.

**Quality Assurance Inspector (QAI):** A Government employee, appointed by the park manager, to monitor the contractor's performance in the implementation of a contract in respect to supplies, services, cost, and Scope of Work, and quality control.

**Quality Control (QC) Program:** Contractor(s) system to control the equipment, systems or services to provide that requirements of the contract(s) are met.

**Random Sample:** A sampling method whereby each service output in a lot has an equal chance of being selected.

**Receptacles or Containers:** Cans, drums, bins, or similar receptacles which can be handled easily, and multiple containers handled by mechanical, truck-mounted hoists.

**Recreation Season:** The recreation season at Sacramento District recreation areas is from 01 April through 30 September.

**Regulation:** Refers to any Federal, state, or local regulation applicable to the operation of Stanislaus River Parks.

**Repair (General):** The restoration of an item or a facility to such condition that it may be efficiently used for its designed purpose. Repair may be overhaul, reprocessing, or replacing deteriorated parts or materials.

**(Repair Surfaced Areas):** The repair and restoration of a failed or failing section of road and other surfaced areas to such a condition that the section/area may be used for its designated purpose. Each undertaking must involve repairs of a finite scope. Typical repair processes include overhaul, overlay reprocessing, or replacement. Normal repair work pertaining to surfaced areas includes such general items as: partial replacement of a section or area provided the capacity is not increased over that allowed for repair work and/or the surface area is not increased; replacement of failed storm and subsurface drainage systems, including drainage channels; replacement of failed curbs and combination curbs and gutters; repair or restoration of a bridge within established limitations, provided that it is in the same location as the initial structure and that the surface area is the same as or less than that of the original structure; replacement of stabilized surfaces, surfaced area appurtenances, guard rails, traffic control devices, individual concrete slabs, and materials to prevent slope erosion; placement of a surface treatment on an unsurfaced area or shoulder; and placement of an overlay which has a nominal thickness of 1 inch or less on an existing surface treatment.

**Replacement:** The complete reconstruction of a real property destroyed or damaged or worn out beyond the point of which it may be economically repaired.

**Response Time:** The time that the Contractor begins to work on a work order/work request. See paragraph, Response and Completion.

**Sample:** A sample consists of one or more service outputs drawn from a lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.

**Sampling Guide:** The part of the surveillance plan which contains all the information needed to perform a random sample.

**Semi-Improved Grounds:** Grounds that require scheduled maintenance, of a lesser degree than improved grounds. This category includes road sites, picnic areas, and low density recreation areas.

**Services:** As used in this clause, included services performed, workmanship, and materials furnished or utilized in the implementation of this contract.

**Sidewalk (Surfaced Areas):** A sidewalk is a raised path or walk along the side of a road which is constructed beyond the point at which it may be economically repaired.

**Spalling (Surfaced Areas):** Spalling of portland cement concrete is characterized by cracking and breaking of the pavement.

**Standard:** An acknowledged measure of comparison.

**Surfaced Areas:** The term surfaced areas covers all graded, paved, or stabilized (other than grass) areas used for vehicular, track vehicle, or pedestrian traffic (e.g. roads, streets, service drives, walks, parking areas, open storage areas, and other paved areas), including base and sub-base courses.

**System:** A system, as used in this contract(s), includes all mechanical and electrical equipment; supporting structures; pneumatic, electrical and mechanical types of controls; and all auxiliary equipment required to provide a specific function and output.

**Upheaval (Surfaced Areas):** A localized upward displacement of a pavement due to swelling of the sub-grade, usually occurring from frost action.

**Work Order:** A written/verbal directive which orders a maintenance, repair, construction, or alteration effort on a facility or area.

**Work Plan:** A written schedule of tasks or activities designed to satisfy a defined requirement within a specified time frame and at a predetermined cost.

### **III. GOVERNMENT FURNISHED PROPERTY:**

The Government shall provide approximately \$15,000 dollars a year worth of materials and supplies that will be permanently installed by Contractor each year. **(This does not include paintbrushes; saw blades, etc.)**

**1. General:** The Contractor has the option to reject any or all Government-furnished property. If use of Government-furnished property is rejected, Contractor shall provide all necessary property, equipment, or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services in the established time frames at no additional cost to the Government. Contractor also must return any Government-furnished property not needed in performance of contract work. Such returns, however, will be refurbished if needed later and shall not be cause for any nonperformance of work or increase in contract price.

All Government-furnished property will be provided in an as is condition and shall be used only in connection with performance under the contract consistent with applicable Federal, Department of Defense, Army and State and local Environmental Act policies, standards, codes or directives.

**2. Facilities and Utilities:** The Government will not provide office space and operational facilities to the Contractor. The Contractor is responsible, at his/her expense, to secure and maintain the necessary office space and other facilities required for performance of this contract. Open areas shall be provided at Stanislaus River Parks for storage of Contractor material and equipment. The exact locations and square footage of storage areas will be determined at the pre-performance conference. The Government will not provide sheltered storage areas.

The Government will furnish such fresh water and electric current at existing outlets as may be required for the work to be performed under the contract at no cost to the Contractor. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the worksite. The Government will not provide telephone service.

**3. Material and Supplies:** All boundary markers and permanently installed signs on park lands will be Government furnished. Excess Government furnished supplies, parts, or materials shall remain Government property.

**4. References and Technical Documentation:** The Government will furnish mandatory documents to the Contractor.

**5. Refuse Collection:** The Contractor may use Government trash cans and dumpsters to dispose of litter collected while policing worksites. The Contractor shall not use Government trash cans and dumpsters to dispose of grass cuttings, tree trimmings, debris or other materials gathered while maintaining campgrounds, day use areas or flood control channels. The Government trash cans and dumpsters are provided for the convenience of the general public who visit Corps flood control projects. The Contractor shall arrange for disposal of such materials at public dumpsites or other areas of the Contractor choosing at his/her own expense.

**6. Parking:** Contractor is authorized to park in open parking spaces at locations where contract work is being performed. Contractor or contractor employees shall not park in any reserved or restricted parking space except as approved in writing by the COR.

**7. Telephone Services:** The Contractor shall provide his/her own telephone service for operations under this contract. The Contractor shall not use the Government telephone system for any use not directly associated with the

requirement stated herein. Government telephones shall not be used for personal reasons by the Contractor of his/her employees.

**8. Fuels:** All fuels and utilities for Government occupied buildings and public use buildings and facilities will be paid for by the Government. Fuels and utilities in Contractor occupied buildings, facilities and vehicles shall be paid for by the Contractor.

**9. Forms:** Standard Government forms required for the fulfillment of this contract will be provided by the COR. Forms are subject to change periodically. Changes in a form which affect contract cost or price will be subject to the clause entitled "CHANGES."

**10. Emergency Medical Service:** Medical Services for Contractor personnel are the Contractor responsibility.

**11. Maintenance of Government Provided Equipment:** The Contractor will maintain and repair all government furnished property throughout the usable life of the property in accordance with the Government Property Clause in this contract.

#### **IV. CONTRACTOR - FURNISHED PROPERTY:**

**1. Property:** Except for those items or services specifically stated to be Government-furnished, the contractor shall furnish all plant, facilities, vehicles, equipment, supplies and materials necessary to accomplish all required services. All contractor - furnished equipment, and vehicles shall meet applicable Federal, Department of Defense, Army, State and local laws, codes or regulations.

**2. Supplies, Parts and Materials:** Contractor-furnished items found not meeting acceptable standards shall be replaced by contractor at contractor's expense. All contractor-furnished supplies, parts and materials must be approved by COR prior to incorporation into contract work. Supplies, parts and materials installed in the course of contract work shall be reimbursed, after installation, monthly upon submittal of a valid invoice. A copy of the suppliers invoice shall be submitted with the contractors monthly invoice. Supplies parts and materials shall be the same or equal to the items as shown in the as built drawings or submittals for Stanislaus River Parks facilities. Only those supplies, parts and materials used in the course of contract work that become parts or components of Government facilities shall be reimbursed under this provision .

**3. Failures:** Contractor - furnished equipment or items inoperable or unserviceable for whatever reason, shall be removed from the work sites within 72 hours after failure. Such failure shall not be cause for contractor to reduce any service or performance.

**4. Maintenance:** Maintenance, or lack of maintenance, of contractor - furnished equipment shall not be cause to reduce any work or service.

**5. Vehicles:** The contractor shall furnish all administrative vehicles, such as sedans, pickup trucks, and panel trucks, utility vans, flatbed trucks, stake trucks, tractors, dump trucks, etc. required to accomplish all contracted services. **All contractor vehicles, regardless of type, used in the performance of this contract shall be clearly marked (rear and both sides) with distinctive insignia containing company name in letters at least four (4) inches in height.**

**6. Custodial Services:** The contractor shall provide custodial services for any facilities or spaces he/she occupies on Corps lake projects and base yards.

**7. Protective Clothing and Equipment:** contractor shall provide personal protective clothing and equipment for contractor employees when required by own OSHA regulations. Protective clothing and equipment shall adhere to the requirements of OSHA and EM 385-1-1.



**8. Manufacturer's Manuals:** Contractor shall obtain and maintain manufacturer's operating instructions and maintenance manuals on all new equipment installed by the Contractor. These manuals and operating instructions shall become the property of the Government at the expiration or termination of the contract.

**9. Permits:** contractor shall, at no additional cost to the Government, obtain all appointments, licenses, and permits required for performance of work and for complying with all applicable Federal, state and local laws. Evidence of such permits and licenses shall be provided to the COR during the phase-in period before work commences.

**10. Minimum Required Equipment and Tools:** (This list is not all inclusive)

- Utility Truck with lumber rack
- 14-16' aluminum boat with 15-25 hp motor,(jet pump recommended)
- Riding mower with 42" deck or wider
- Industrial quality back pack blower
- Industrial quality weed eater
- Chainsaws with sufficient bar length
- Power pruning saw for high pruning and river work
- Portable power source
- Portable arc welder
- Portable gas welder and cutting torches
- Complete set of mechanics tools
- Plumbing tools:
- Pipe cutter and threader
- Various size pipe wrenches
- Propane torch
- Drain snake
- Volt-ohm amp meter
- Ladders
- Assorted power hand tools:
- Saw
- Sawzall
- Sabre saw
- Drills
- Sanders
- Grinders
- Router
- Safety Gear:
- Fall protection harness and arrestor
- Heavy duty personal floatation device-Type 5
- Neoprene waders or wetsuit and boots
- Steel toed safety boots
- Hard hat and gloves
- Safety glasses and goggles
- Hearing protection
- All other safety gear required by OSHA and EM -3851-1 COE Safety Manual
- Tractors and large equipment (may be rented )

**V. DOCUMENTS, DIRECTIVES, REGULATIONS, AND PUBLICATIONS:**

**1. Applicable Documents:** Government will furnish or make available for contractor use, all mandatory documents. All referenced Federal laws, codes, directives, and instructions in force at time of solicitation, unless coded otherwise, shall be considered mandatory as applicable to the service or function to be performed. All current

and applicable trade publications such as NEC, OSHA, UCB are to be adhered to. In the case of conflict between codes/publications the stricter requirement will be followed.

**2. General:** The contractor is obligated to follow and adhere to those documents applicable to the contract. Supplements or amendments to mandatory publications shall be considered to be in full force and effective upon receipt by the contractor.

**3. Contractor - Furnished Document:** Publications not provided to the Contractor, may be obtained by contractor at own expense and will remain contractor property at completion or termination of the contract. Failure to obtain, or have, such documents shall not be cause for contractor to reduce any service or performance, or reason not to comply with any contract term or conditions.

**4. Posting and Listing of Documents:** Contractor shall ensure that all publications received are posted to date.

**5. Applicable publications.** Advisory publications are available in the Sacramento District libraries. Supplements or amendments to listed publications will be provided as required during the life of the contract. It is the contractor responsibility to insure that the current version of all publications (and any forms contained therein) is utilized. Upon termination of the contract, the contractor shall return all issued publications to the Government. The following is a list of the most prominent publications:

EM 385-1-1	Safety and Health Requirements Manual, available at: <a href="http://www.hq.usace.army.mil/soh/em385/current/current38511.htm">http://www.hq.usace.army.mil/soh/em385/current/current38511.htm</a>
OSHA	Occupational Safety and Health Act
FAR	Federal Acquisition Regulation
DFARS	Department of Defense Federal Acquisition Regulations
AFAR	Army Federal Acquisition Regulations
EFARS	Engineering Federal Acquisition Regulation
	Uniform Building Code – Latest Edition
	National Fire Codes (NFC) – Latest Edition
	National Electric Code ( NFPA 70 ) ( NEC ) – Latest Edition
	Uniform Fire Code - -Latest Edition
	National Standard Plumbing Code - -Latest Edition
	Uniform Mechanical Code
	National Fire Protection Association
	Life Safety Code (NFPA 101 )
	American National Standards Institute ( ANSI )
	National Institute of Occupational Safety and Health Requirements

## VI. SPECIFIC TASKS AND STANDARDS:

**1. General Tasks:** Contractor shall perform the general tasks specified within this SOW. These general tasks apply to all services required under this contract.

**2. Service and Maintenance Management:** Contractor shall be aware of improvements in "state-of-the-art" for all maintenance functions covered under this contract and is encouraged to implement COR approved changes that are more economical but will insure a better quality product. Contractor generated data shall provide operational data necessary to insure complete and accurate outputs/ reports. Work management shall include maintaining a suspense system with appropriate registers and files, and routing and distributing reports.

**3. Priorities:** There are three categories of priorities for maintenance work. The COR will assign priorities to all work. The three priorities are established as:

a. Emergency (Priority I): Work which takes priority over all other work orders and requires immediate action, including diverting personnel from other jobs, if necessary, to cover the emergency. Usually, the work is necessary

for the protection of health, for safety, for security of Government property, or to prevent damage to property. Examples of emergency priorities include:

- (1) Gas leaks.
- (2) Electrical problems which could lead to personal harm, damage to property, or result in a power failure affecting buildings.
- (3) Loss of heat during periods of extreme cold when there is a danger of freezing.
- (4) Serious water leaks.
- (5) Complete restriction or in operation of plumbing fixtures or drain lines (beyond self-help capability) where no alternate facilities are available in the recreation area.
- (6) Door and lock repair, where necessary to close buildings for security.
- (7) Broken glass where it is necessary to close a building for security.
- (8) Leaking roofs where damage to building contents may result.
- (9) Problems arising from flooding: basements, streets (resulting from stopped storm sewers or drains, etc.)
- (10) Problems arising from flash floods and storms to include washouts in roads, plugged drainage, fallen trees, landslides, barricades, etc.
- (11) Repair of security fences and gates.
- (12) Protection from weather damage.

b. **Urgent (Priority 2):** Work, which should be accomplished by the first available contractor(s) employee(s). Personnel will not be diverted from scheduled jobs for this work. Includes work required to correct a condition which could become an emergency, work that could seriously affect morale of the visiting public, work that has command emphasis, or work required to permit continued use by the visiting public. Examples of urgent priorities include:

- (1) Minor electrical problems.
- (2) Minor heating problems (not operating at full efficiency), when outside temperatures are moderate.
- (3) Non-functioning toilets.
- (4) Insufficient hot water.
- (5) Minor water and sewer leaks where no damage to property is likely to occur.

c. **Routine (Priority 3):** Work, which does not meet the criteria for priorities 1 or 2. Work in this category generally will be done in the most economical manner, on a first-come, first-served basis. These jobs cover required work which, if not accomplished, would only continue an inconvenience or an unsightly condition.

**4. Response and Completion:** Emergency repair or maintenance work shall be accomplished whenever required, and shall be continued to completion without interruption, notwithstanding normally schedule working hours, weekends or holidays until the emergency is alleviated. Response to emergency service calls during off-duty hours

shall not exceed four hours regardless of the time during the day or night, weekends or holidays. Unless otherwise specified, Contractor shall respond to and complete priority work as follows:

Priority	Response	Completion
Emergency	1 hour (duty hours), or 4 hours (after duty hours)	When emergency is alleviated
Urgent	1 working day	5 working days
Routine	5 working days	5-15 working days (unless approved/stated otherwise by Contracting Officer)

Response, as used in relation to service calls, means that the Contractor workforce is at the worksite ready to commence required work.

**5. Emergency Work:** The Contractor shall not perform emergency work outside the scope of the contract unless authorized by the COR. NOTE: The Government may contract with another contractor to perform emergency service work or other maintenance and repair services not specified in this contract.

**6. Weekly Schedule:** Contractor shall meet with the Contract administrator and submit detailed functional area schedules of all work covering the following week not later than 11 a.m. on the Thursday of the current week. The initial week's schedule shall be submitted prior to start of contract. The schedules shall indicate what, when and where required work is to be accomplished. The Contractor shall attend scheduled maintenance meetings with the COR at 11 A.M. each Thursday to assist in developing a mutually compatible work schedule. Contractor shall work to the schedules. Revisions or changes to any schedule shall be submitted 48 hours in advance and shall indicate reason for any revision or change. All revisions and changes are subject to COR's review prior to implementing such revision or change. Contractor will be notified two days in advance of any non-scheduled meetings.

**7. Priority Work:** Government will establish priorities for all work and Contractor shall comply with Government established priorities.

**8. Work Coordination:** Contractor shall prearrange and coordinate with the requestor for access to facilities. If work requires scheduled or unscheduled interruption, disconnect or cut-off of any utility to or within the facility, or requires that a facility be vacated, the Contractor shall take action in advance (48 hours in advance if interruption is scheduled) to (a) notify customers/facility users and the COR, (b) avoid damage to customer equipment and 8 minimize disruption of the activity's operation.

#### **9. Records and Filing Systems :**

a. Records: Complete and accurate operating, maintenance and repair records shall be maintained by Contractor of all work planned and completed and as otherwise specified in this contract.

b. Project Files: Project files shall be maintained by Contractor. A project folder is required for maintenance over when labor exceeds 120 hrs on any single project. Contractor shall report immediately, or by the close-of- business of the next working day, when hours reach 80 percent or estimated 120 hours..

c. Filing System: Contractor shall maintain individual files for each individual work order . A copy of the work order shall be submitted to the COR upon completion of the work. One copy shall be retained by the Contractor as a maintenance and repair history. All forms submitted shall be accurately filled out, showing actual start for completion date, total hours expended and costs for materials. Bill of Materials, DA Form 2702 shall be used for itemizing materials used. Individual files shall contain copies of any material receipts, delivery order, sales slips, invoices, etc., relating to the order. The file shall also document any excess materials or parts not used, and any

credits given to Government for any excess materials or parts ordered but not used, for the specific order. Contractor shall provide COR access to Contractor maintained files during the term of contract. All individual or project work files are the property of the Government and shall be turned over to Government on completion or termination of the contract.

## VII. RECREATION AREA MAINTENANCE

**1. Scope of Work:** The Contractor shall maintain, service, inspect, and landscape all recreation areas in the Stanislaus River Parks System. Work shall include inspection, scheduling and performance of mowing and trimming; turf replacement; clearing storm damage; leaf and debris removal; correction of soil erosion areas or problems; tree and shrub maintenance; irrigation; fertilization; policing of areas; tree and stump removal; herbicide for weed control; pest control and removal; maintenance and repair of picnic tables, shade shelters, park benches, campgrounds, comfort stations, irrigation systems, retaining walls, gate attendant sites, signs and bulletin boards, scenic overlooks, nature trails, wildlife areas; maintenance and repair of property boundary markers, bridges, walkways, trash receptacles, guard rails; install, maintain and repair fencing and fence posts, gates.

The scope of work covers Stanislaus River Parks totaling 950 acres of developed recreation area. Maps showing locations of the recreation areas are enclosed as exhibits.

**2. Inspection/Preparation:** Prior to initiating work for the day, the Contractor shall inspect the recreation areas at Stanislaus River Parks noting non-functioning or unsafe facilities for areas. Unsafe facilities or areas should be closed until repaired. The Contractor shall perform the following scheduled/unscheduled base Level maintenance tasks on an as needed basis. Workload data concerning the number of picnic tables, benches, shade shelters, miles of trail to be maintained, etc. are provided in the exhibits.

### 3. Maintenance Items

a. Camping Furniture: Replace or repair damaged or deteriorated picnic tables; fire grills; trash cans, lids and holders, lantern post hangers, fire rings and cement pads. Picnic tables shall be repainted as necessary. A detailed inspection shall be made each spring and a second inspection made at mid season in July.

b. Campsite Delineation: Repair or replace damaged or deteriorated signs, brochure boxes, bulletin boards, wood delineation structures and retaining walls. Backfilling and reseeding may also be required to re-establish turf.

c. Picnic Areas: Repair or replace damaged or deteriorated picnic tables; signs, brochure boxes, bulletin boards, fire grills; trash cans, lids and holders; park benches; shade shelters; concrete pads beneath picnic tables and/or park benches. Picnic tables, brochure boxes, bulletin boards, benches and shade shelters shall be repainted as necessary. Reposition or replace car stops and reseed worn turf areas as necessary.

d. Restrooms: Restroom facilities consist of permanent restrooms, portable (non-flushable) restrooms and vault-type non-flush restrooms. Repair or replace damaged walkway elements, including privacy screens leading to structure, and service clogged floor drains, toilets, urinals, and sinks. Plumbing repairs shall be performed in accordance with industry standards. During recreation season, Monday through Friday, same day service is required on plumbing repairs of toilets, urinals and drains. Damaged or deteriorated vault toilet structural elements and fixtures shall be repaired by the Contractor. The Contractor shall patch/repair fiberglass or wooden portable restroom shelters as needed. Portable restrooms shall be placed in recreation areas as needed and removed when requested by COR. Portable restrooms shall be moved to high ground as the water level rises. Contractor shall retrieve restrooms from lake/river and flush out water, should restroom break free from anchorage. The number of portable restrooms required at Stanislaus River Parks is shown in the exhibits.

- e. Trails: Repair or replace nature trail facilities such as guideposts, foot bridges, stairs, steps, trail surface and delineation features. Miles and type of trail at each recreation will be provided to Contractor by the Park Manager. Keep pathways clear of overhanging trees and shrubbery, litter and debris. Overhanging tree limbs should be trimmed back to provide a 10ft. high overhead clearance, prune bushes and other vegetation to maintain a 5 foot wide pathway.
- f. Damaged Trees: Remove all fallen trees and limbs in the recreation areas, overlooks, and office grounds. Surface areas damaged by uprooting shall be filled, compacted, graded and seeded to re-establish turf. Debris shall be cut into suitable lengths and distributed to campsites or hauled off Government property to a public or private dumpsite of the Contractor choosing. Damaged standing trees shall be repaired or cut down at the discretion of the COR.
- g. Policing Grounds: Contractor shall pick up and dispose of trash, garbage, and litter at all campgrounds, picnic areas, overlook areas, nature trails, along road sides (paved and unpaved), and around Government office, shop, and storage areas twice weekly from October through March. During recreation season (April through September) policing shall be done daily Monday through Friday. Check and remove all litter, trash and junk from undeveloped fee owned lands once every other month starting in January. Trash and litter include paper, plastic, bottles, cans, cardboard, wrappers, rags, and other unnatural or foreign matter. All trash and litter shall be placed in trash containers serviced by a solid waste removal contractor.
- h. Gate Attendant Trailer Sites: Minor structural repair of landscape structures, entrance gates, structural delineation features. Repair water supply lines and/or sewage disposal facilities (where existing), picnic tables, fire rings and storage buildings.
- i. Signs: Repaint and touch up signs on buildings, structures, appurtenances, and in public use areas, along roadways and nature trails. Repair or replace existing signs, posts and fixtures as needed to retain quality and visibility. An inventory of signs by recreation area, location in recreation area, type of construction, and dimensions will be provided by Park Manager.
- j. Government Trash Containers: Keep trash cans clean and free of graffiti. Trashcan lids shall be dent and rust free. Bullet holes shall be pounded out to prevent injury to hands when servicing. Trash cans shall be affixed to the trashcan stands at all times.
- k. Wildlife/Nature Areas: Replace and repair signs, bulletin boards, corrals, picnic tables, fire rings/grills, shade shelters and park benches. Police area for trash and litter, clear trails. Seed and disk area as needed after severe storms to re-establish turf.
- l. Boat/Canoe Access Points: Stanislaus River Parks has campgrounds accessible by boat or canoe, bicycle, or foot. Boat/canoe access points are sloped rises extending from the shoreline to the campground or are clearings approximately 20ft. wide in the vegetation lining the shore. During the phase-in period the Contractor shall tour the boat-in campgrounds with the COR so that the Contractor may know the exact locations of each boat/canoe access point. The Contractor shall keep these access points clear of vegetation - overhanging tree limbs and vegetation shall be trimmed back to provide a 10ft. high overhead clearance and bushes shall be trimmed back to maintain a 20ft. wide clearance. Sloped rises shall be maintained at a 30 degree angle with the horizontal. Steps/stairs built into the sloped rises shall be kept clear of dirt or debris which may present safety (slip or trip) hazards at all times. Map of access points will be provided by Park Manager.
- m. Retaining Walls: Retaining walls exist along the shoreline, around restrooms, campgrounds, picnic areas, roadways, nature trails, etc., e.g. at any location which presented an erosion problem in the past. These walls may be constructed of rock, cement, or wood. All retaining walls shall be maintained or repaired as needed. Rocks shall be repositioned and cemented in place. Gabion bags (metal sack-like containers resembling chain-link fencing) shall be refilled with rock and set in place. Planking in wooden walls shall be replaced if warped or broken. Cracks in concrete walls shall be patched.

n. Boundary Markers: U.S. Government property boundary markers are carsonite signs approximately 9 inches wide by 30 inches long set on aluminum, carsonite or steel posts. They are positioned, on average, approximately 100 to 400 feet apart outlining the extent of Corps property holdings around flood control projects. Exact position of these boundary markers at each flood control project will be determined during the phase-in period in the Contractor tour of the flood control projects with the COR. Technical Exhibit 4 shows the approximate number of boundary markers at each flood control project. Boundary markers shall be inspected annually. Fallen markers shall be reinstalled, damaged markers shall be replaced or repaired. Repairing markers entails re-stenciling "US Government Property" on the face of the carsonite sign, reforming the sign if bent out of shape, painting over graffiti, and patching holes.

o. Bulletin Board and Brochure Boxes: Install, refinish and touch up bulletin boards and brochure boxes located near restrooms (or on restroom exterior walls), at entrances to campgrounds and picnic areas, and at entrances to nature trails, and Government office/shop areas. Plexiglas coverings on bulletin boards and brochure boxes shall be kept clean and scratch/graffiti free. Replace Plexiglas coverings as needed if badly damaged. Overhangs or eaves along borders of bulletin boards and brochure boxes shall be kept clean of cobwebs and bird/insect nests. Replace warped or broken boards, hinges and posts as needed.

p. Grass Cutting and Field Mowing: Grass mowing shall be accomplished on approximately 2 acres of turf areas at Knights Ferry, Orange Blossom, Mc Henry, and Valley Oak Rec Areas. Mowing will be required once a week at Knights Ferry Orange Blossom, and Valley Oak between March and October, and then as needed for November through February. Mowing will be required twice a week at Mc Henry Ave Recreation Area between March and October, and then as needed for November through February. The Contractor shall maintain grass not to exceed 4 inches in height and not less than 2-1/2 inches from the ground. The grass shall be cut to a uniform height. The Contractor shall cut grass to provide a clean, even cut and to prevent scalping, uneven mowing, rutting by equipment and damage to trees. The Contractor shall repair turf damaged during mowing operations. Grass clippings shall be removed and disposed of at Contractor expense. Trash bins, dumpsters, etc. at the park sites shall not be used for disposal of grass clippings. Field mowing shall be accomplished on approximately 13 acres of developed recreation areas within Stanislaus River Parks. Mowing shall be accomplished during the spring. Area's may require up to three mowings. Vegetation shall be maintained by the Contractor at a height not to exceed 6 inches and not less than 3 inches. Clippings from field mowings need not be removed.

q. Edging: The Contractor shall edge sidewalks and curbs to prevent overlap of grass. Edging shall be done in conjunction with grass mowing. Edging should not extend more than 2 inches from edge of sidewalk or curb.

r. Pest Control/Removal: Ordinarily, pest control/removal shall not be Contractor responsibility. However, Contractor shall remove or exterminate pests encountering while discharging the tasks for which the Contractor was hired. Pests are defined as insects (bees, ants, roaches, etc.), vermin, scorpions and rattlesnakes. The presence of insect or animal pests in the work area shall not constitute reason for Contractor work stoppage. Dead animals (cattle, horses, domestic pets, etc.) beached or floating in the lake or river shall be removed from the water or shoreline and disposed of at the discretion of the COR. Note: should the Contractor or his/her employees encounter rabid animals near or at the worksite, he/she shall immediately contact the COR, noting location and condition of animal, and await instructions as to how the situation should be handled. Contractor shall assist in containment procedures if so requested by the COR.

s. Grass Trimming: Contractor shall trim grass around trees, utility poles, fence, signs, shrubs, buildings and structures, parking lots, fire hydrants, and posts so that grass height does not exceed height of adjacent grass. Grass trimming shall be performed in conjunction with grass mowing. Grass and weeds shall be removed from cracks in sidewalks, paved areas, utility poles, fence, signs, fire hydrants, posts, and other non-sodded areas.

t. Fencing/Fence posts: Fencing on Stanislaus River Parks Land consists of barbed wire, razor wire, wooden plank, chain link, 3/4 inch cable, and chain link topped with 3 strands of barbed wire. The Contractor shall repair damaged planking, restring limp strands of barbed/razor wire and cable, replace missing strands of barbed/razor wire, planking chain link and cable. Fence posts shall be replaced or repaired as needed. Fence type, location in each recreation area, and approximate footage by type is indicated in Technical Exhibit 4. Wooden planks and fence

posts shall first be treated with water sealant before installation. Painted fencing and fence posts shall be repainted annually. Barbed/razor wire and chain link fences shall be stretched tight with no sags or holes and all damages repaired. All fence posts shall be set straight and set tight. Slats interwoven into the chain link fence shall also be maintained/repaired.

u. Gates/Gateposts: Gates on Stanislaus River Parks are either chain link, cattle control-type (steel pipe construction with crossed, X or lattice work design), double or single swinging steel pipe 2 inches in diameter rotating on pivots welded to gate posts and joining in center of access road by chain, a single or double length of 3/4 to one inch cable strung across access roads to control entrance by motor vehicle, and a swing-type, 3 or 4 strand barbed wire gate which is usually an extension of the barbed wire fence. Contractor shall inspect, identify and repair damaged gates to include hardware, hinges, and plastic slats interwoven in the chain link. Barbed wire and chain link gates shall be stretched tight with no sags or holes and all damages repaired. All gateposts should be set straight and set tight. Frayed cable shall be replaced. Steel pipe and cattle control-type gates have required little maintenance and repair in the past, unless damaged by motorists. Steel pipe and cattle gates which have been painted shall be repainted annually.

v. Irrigation Systems: The Corps uses a drip, sprinkler, or flood irrigation system at its flood control projects. The drip system consists of a network of PVC and galvanized steel pipe 2 inch to 4 inches in diameter connected to 2 inch diameter garden hose, in campgrounds, picnic areas, and around Corps park offices and shop areas. The park's irrigation systems, and the type of irrigation systems, are shown in Technical Exhibit 4. The Contractor shall inspect the irrigation systems daily for leaks or missing fixtures. All missing fixtures shall be replaced; all leaks shall be repaired.

w. Turf Repair and Re-establishment: Contractor shall re-establish turf in areas damaged from winter kill, vehicular traffic, utility system repair, building repair or demolition, pollution spills, or normal wear and tear, by filling in ground with topsoil, leveling off, and seeding. The Contractor shall reseed all bare areas as needed. The Contractor shall use rye grass or fescue seed, and Kentucky blue grass in lawn areas of the latest season's crop, delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures, purity, germination, weed-seed content, and inert material and labeled in conformance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act. The Contractor may repair turf by sodding after obtaining approval in writing from the COR. The Contractor shall maintain area to conform to adjacent turf areas.

x. Handicap Fishing Platform: There are three handicap fishing platforms. The platforms are located in Oakdale, Knights Ferry and McHenry Avenue Recreation Areas at the Stanislaus River Project. The platforms are constructed of railroad ties cut to 5 foot cross sections and stacked 8 foot high from water level. One platform is compacted earth with a rock base to allow water run-off, and two platforms have concrete pads with metal railings. The Contractor shall replace damaged ties which threaten to compromise the stability of the platform, and re-compact the earth as needed to maintain a solid, level surface. Repair and maintain concrete pads to include sealing cracks and patching spalled or broken concrete. Damaged railings shall be straightened and repositioned or replaced if not repairable. Cut and remove vegetation between platform and river.

y. Vegetation Maintenance: The Contractor shall maintain vegetation in recreation areas and around Corps offices and shops in a healthy, growing condition by fertilizing IAW known landscaping practices and watering, thereby preserving the health and appearance of all vegetation. The Contractor shall spray trees as required. Contractor shall trim trees and shrubs to provide a 10ft. high overhead clearance at all times around picnic areas, campgrounds, office and shop buildings, and along access roads and nature trails. Dead branches, trees and shrubs shall be cut to a suitable length and stacked beside campsites during recreation season or disposed of in a public or private dumpsite of the Contractor choosing, at the COR's discretion. Landscaped areas shall be cleared of weeds monthly or as needed. Approved herbicides may be used for weed abatement. Precautions shall be taken to ensure that plants are not harmed. Contractor shall be responsible for replacing any plants damaged by herbicide spraying at their own expense.

z. Watering: The Contractor shall water turf areas, trees, shrubs and vegetation in a uniform manner, utilizing either the Corps' irrigation system or by other means of the Contractor's choosing. Water shall be applied in uniform manner to prevent excessive run-off into streets, roads, drainage ditches and accumulation in low areas. Watering



shall be correlated weekly with rainfall and adjusted accordingly. Grounds shall be watered for proper growth of grass, shrubs and trees. Ground moisture level should register in medium range (4 to 7) on moisture meter.

aa. Debris Removal from River: Semi-annually, or when requested by the COR or after heavy rainstorms the Contractor shall patrol the lake/river for floating debris, downed trees or branches, or submerged trees/branches that can present safety hazards to boaters. Floating debris, downed trees or branches shall be removed from the water and taken to a designated burn area. Submerged trees/branches shall be snagged from the water and taken to a designated burn area.

**4. Performance Standards**: Performance standards for tasks listed under this contract have been stated as part of task descriptions, except as enumerated below.

a. Woodwork. Picnic tables; benches; amphitheater benches and stage; planter boxes; wooden brochure boxes, signs, bulletin boards, trail markers, bird nesting boxes, shade shelters, wooden or fiberglass portable restroom shelters, restroom fixtures and other wooden items the Contractor shall repair/ maintain shall be free of scratches and graffiti. Repaired woodwork and slats shall be smooth with no splinters. All planks replaced shall first be treated with a water sealant prior to installation. Bolts, nuts and screws shall be tight at all times.

b. Restrooms/bulletin boards: All restroom facilities shall be operative, e.g. toilets shall flush and stop with no leaks or running water; faucet fixtures shall not leak, sinks shall not be stopped up at all times. Repairs to plumbing shall be effected so as not to leave water puddling in any area. Plexiglas coverings on bulletin boards shall be crack and scratch free.

c. Policed areas: Policed areas shall be clean and contain no more than 25 items of litter or trash per 100 yards at all times. Fire rings shall not be missing hinges, grills or other fixtures at all times. Campsite and picnic area delineators shall be in alignment when not being used.

d. Backfilled, reseeded, resodded areas: Backfilled, reseeded, resodded areas shall be evened off and show no gouges, potholes, or other trip hazards.

e. Cement or concrete pads: Cement or concrete pads beneath picnic tables, benches, and fire rings, sidewalks, and walkways shall not contain cracks which can cause the pads or walkways to deteriorate. Crack fill shall be level with the pad or walkway.

## VIII. MAINTENANCE AND REPAIR OF RECREATION AREA BUILDINGS AND STRUCTURES

**1. Scope of Work**: The Contractor shall provide all necessary management, supervision, personnel, labor, transportation, general and specialized equipment and clothing required to perform maintenance and repair of restrooms shade shelters, and bulletin boards. The maintenance and repair of buildings and structures shall include all structural features such as foundations, walls, ceilings, doors, windows, roofing, floors and floor coverings, gates and components, stairs, fixtures, hardware, exterior and interior painting and glazing, roofing, interior plumbing.

The government shall provide all materials, parts and supplies necessary for the performance of work in accordance with this contract including those materials, parts, installed, or incorporated into the buildings and structures to be maintained by the Contractor.

The Contractor shall be responsible for providing sufficient personnel with the required skills for accomplishing tasks that may fall into the designated areas specified in this contract. The requirements of the tasks actually received during the term of this contract may include, but are not necessarily limited to, the areas identified in this contract.

## 2. Specific Tasks and Standards :

a. Preventive Maintenance Inspections: Contractor shall develop and implement a comprehensive preventive maintenance (PM) program for all buildings and structures. Contractor shall develop, document and maintain a standard operating program for PM. Deficiencies noted, their severity, and corrective actions taken shall be recorded. Contractor shall provide one copy of the updated records to the Contracting Officer before recreation season (by 1 April) and one copy after close of recreation season (by 31 October).

b. Preventive maintenance shall be performed on the buildings and structures. All work beyond the scope of specified buildings and structure PM shall be performed in accordance with the parameters contained herein. All gutters, downspouts and roof-drains shall be kept free of debris.

c. Plumbing: Contractor plumbing work shall include maintaining plumbing systems, and repairing/or replacing their associated components. Contractor shall maintain plumbing systems and their associated components in accordance with applicable sections of the Uniform Plumbing Code (UPC). The quality of workmanship shall always be equal to or better than the minimum specified by the applicable UPC. Contractor shall obtain approval from the Contracting Officer in writing prior to any deviation from the UPC requirements.

d. Metalworking: Contractor shall repair or replace metal components of buildings and structures, installed building equipment, and shall construct and install metal components in support of other maintenance activities. Metalworking shall include heating and bending to form metal shapes, drilling, torch cutting, grinding, sawing and fitting of metal parts. The Contractor shall also be able to weld all types of metals using electric or acetylene welding processes. Welding may be performed on light, heavy gauge, and hardened metals using flat, vertical, horizontal, and overhead positions. Processes include preheating, brazing, bead welding, tack welding, flame cutting, pressure welding, and heat-treating. Metal working responsibilities shall also include the full range of metalworking and sheet metal activities that include, but are not limited to:

(1) Fabricate, install, repair, replace parts or complete assemblies as required for: metal components of buildings (except door hardware), metal parts of installed building equipment, roadway structures, drainage structures, metal signs, duct work, flashing, gutters, down spouts and installing anchorages in floors and walks to secure pilferable items.

(2) Perform welding services on equipment.

(3) Assemble and fasten fabricated parts by installing bolts, rivets, screws, and/or seam, solder, and spot welding.

(4) Interpret, drawings, sketches, and work orders.

(5) Use templates or patterns as guides in laying-out and cutting materials from variety of sheet metal stocks.

(6) Form single and double hem edges and seams, dovetail and lock seams, set-in and burred bottom seams, and wired or rolled edges and flanges.

(7) Lay out and cut materials for any combination of square, rectangular, circular, conical, cylindrical, oval, irregular, and transitional shapes, allowing for seams, joints, laps, and shrinkage. Determine dimensions by application of basic shop mathematics and use of scribing tools, dividers, rules, and other measuring devices.

(8) Plan, lay out, position and clamp work.

(9) Use templates, jigs, blueprints, and other guides to repair, modify or fabricate metal items for all types of equipment.

e. Painting: Contractor shall provide cyclical and scheduled painting of public use buildings and structures and other surfaces. Contractor shall prepare surfaces, mix paints, and apply prime, intermediate and finish coats in accordance with the painting specifications. Contractor shall also:

(1) Repaint and touch up signs in place on buildings, structures, appurtenances, and along roadways and trails.

(2) Paint, stain or varnish interior and exterior walls, window casings, door units, and other wood products as required.

(3) Paint light poles, guy wires, guard rails, fences and metal framework.

(4) Paint all repairs and remodeling as required. Tape, spackle and repair gypsum board surfaces. Paint used for touch-up and repairs shall blend with the color and texture of original paint or existing surrounding surfaces. Color, brand and type of paint shall be approved by the COR. Paint shall not contain harmful levels of lead.

(5) Move, reset and protect furniture and equipment and protect all Government-owned and privately-owned property during work performance.

(6) Strip, sand and refinish wood and metal surfaces to preserve aesthetics of items which cannot be replaced by items of equal quality. Includes sandblasting and painting masonry block walls.

(7) Contractor shall coordinate paint schedules with COR at least 48 hours in advance.

f. Carpentry: Contractor shall provide all carpentry work to maintain recreation buildings, structures or facilities. Contractor work shall be planned and accomplished to offer maximum resistance to fungus, mildew, termites, water absorption and all other harmful effects caused by the environment. Carpentry work shall include all work required to maintain facilities or structures such as structural framing and fabricating steps, ramps, approaches, footings, docks, etc.; structural siding of wood; repairing stairs and floor coverings, broken steps, chipped tile, inlay units and damaged underlayment; repairing windows, interior/exterior screens by caulking, weather stripping, glazing, installing window shades, etc.; repairing/replacing doors, door frames, sills, trim and casings, locksets, hardware, fillings and similar items.

All wood installed by Contractor in contact with concrete and masonry shall be preserved and treated by pressure methods and marked IAW the American Wood Preservers Institute Standards. Wood treated with waterborne preservatives shall be air and kiln dried to the moisture content IAW WWSA Standards for lumber and marked with the work "dry". Treated wood shall be used in all exposed locations that lack protection from the weather. If a cut is made in treated wood, the cut shall be brush coated with an approved wood preservative. All carpentry work performed shall be consistent with the construction and appearance of the existing facility or structure.

Carpentry responsibilities shall include, but are not limited to:

(1) Fabricating, installing and repairing: Built-in fixtures, trim, paneling, doors, door and window hardware, windows, interior and exterior walls (except sheet metal), wall surfaces, floors, ceilings, roofs (except sheet metal)

(2) Cutting and installing glass (plate, Plexiglas, safety, etc.).

g. Masonry: Contractor shall provide all masonry work to maintain all facilities or structures using TM 5-742 as a guideline. All work shall be consistent with the construction and appearance of existing facilities or structures. Masonry work shall include all facilities or structures work necessary to repair or replace foundations, walls, floor

slabs, chimneys, brick, block, cornices and tuck pointing; to extend down spouts and divert water from exterior walls; and to remove soot, ash and similar items. Masonry responsibilities shall include, but are not limited to:

(1) Mixing mortar, determining correct type of material and mixture; running lines and levels as required; cutting, shaping and laying bricks, stone and block.

(2) Pouring and finishing of concrete including building forms placing reinforcements and other imbedded items.

(3) Constructing, maintaining and repairing chimneys, foundations, walls, culverts, and manholes.

h. Glass Replacement Standards

(1) General. Glass replacement shall be the same type, size, and quality as the original. The size of the glass window which may need replacing are normally those stocked. However, actual size shall be determined at the time of replacement and the glass cut accordingly.

(2) Repairing Glass. Cracked or broken glass shall be removed and disposed of by contractor. Glazing compound or sealant shall be removed. Damaged or deteriorated sashes, frames and other components shall be removed and replaced. Misaligned frames shall be realigned and made plumb. Replacement glass shall be installed the same day damaged glass was removed, if possible. If this is not possible; the contractor shall completely close and seal the window opening with ½ inch plywood. Plywood shall be secured on the exterior and shall be mounted to deflect rain from the building. Temporary enclosures will be subject to approval by the Contracting Officer Representative.

(3) Glazing. Contractor shall be prepared and install glazing in accordance with industry standards and the manufacture's application recommendations. Glazing point, clips, shims, angels, beads, setting blocks spacer strips and other glazing accessories shall be replaced by the contractor to provide a complete, sound glazing assembly. Ferrous metal accessories that will be exposed shall have a non-corroding, non-staining finish.

(a) Glazing Compound. Contractor shall use glazing compound and glazing sealant that complies with industry standard and shall be used in accordance with the manufacturer's recommendations. Non-skidding compounds, non-resilient type performed sealers and preformed impregnated type gaskets shall not be permitted. Materials used with aluminum frames shall be aluminum colored non-staining, and shall not require painting. Glazing materials for aluminum frames which will be exposed to view and unpainted shall be gray or neutral.

(4) Frames. Frames damaged or warped beyond economical repair shall be reported to the COR.

(a) Metal frames. Contractor shall clean and prime metal frames prior to glazing.

(b) Wood frames. Contractor shall sand and seal wood frames. Wood frames, including rabbets, shall be primed before glazing compound or sealant is applied

(c) Realignment. Contractor shall realign frames and make plumb before glazing installation.

(5) Cleaning. Contractor shall thoroughly clean glass surfaces and remove labels, paint spots, putty and other defacements. As the work is completed, all debris shall be removed from the jobsite.

i. Painting Standards.

(1) General. Application of paints shall be brush, roller or spray. Interior paint shall be applied in dust free conditions. Exterior paint shall not be applied on rainy, foggy, or windy days. The indoor or outdoor temperature shall meet the manufacturer's recommendations. Each coat shall be prepared in accordance with the paint manufacturer's recommendations before the next coat is applied. Each coat of paint shall be of sufficient thickness to completely cover the previous coat or service. Each coat

shall be sanded and dusted as prescribed by the paint manufacturer to produce a finish smooth and free from runs, sags, or other defects. Paint surfaces adjoining other materials or colors shall be sharp and clean without overlapping. Windows that are stuck from being painted shall be freed up 5 days after completion to assure ease of operation.

(2) Special consideration. Contract shall comply with the following special instructions regarding painting:

(a) Plaster or wallboard surfaces. Damaged surfaces shall be repaired. Surfaces which chalk severely shall be prepared with a conditioner.

(b) Wood surfaces. Woodwork, including cabinets and doors, shall be repaired. Surfaces painted with gloss or semi-gloss paint shall be dulled with a surface conditioner. Knots and resinous wood shall be treated with Knot sealer.

(c) Wood windows and doors. Window screens and door screens shall be removed before painting.

(d) Ferrous metal surfaces. All ferrous metal surfaces shall be spot primed. These surfaces shall be scraped, wire brushed and washed clean before painting.

(e) Galvanized and zinc copper alloy surface. All galvanized surfaces shall be cleaned with a phosphoric acid wash and spot primed with galvanized surface primer.

(f) Masonry and concrete surfaces. Surfaces shall be roughened where necessary to provide adhesion. Previously painted areas shall be dulled with a surface conditioner. Surfaces that experience water leakage shall be coated with epoxy paint.

(g) Pipe coverings. Pipe coverings shall be brushed with a stiff brush and "size" applied to bare surfaces of covering for adhesion.

(h) Electrical fixtures. Electrical outlet covers, switch covers and attached fixtures shall be marked or removed before painting and uncovered or reinstalled when painting is completed.

**3. Facilities to Be Serviced:** The Contractor shall inspect all project buildings and structures on a monthly basis to determine the need for unscheduled maintenance. The following paragraphs list the areas and items to be inspected.

a. Floors: Examine floors (concrete and terrazzo) for cracks, settlement, scaling, dusting, pitting, and deterioration; vinyl tile floors for condition, wear, loose tiles, discoloration and buckled tiles. Replace all loose, broken or buckled tile, clean with clean water and ammonia or suitable cleaners, wax with liquid and paste wax. A custodial services contractor performs Day to day maintenance. Concrete floors that are dusting, spalling, or flaking shall be washed with muriatic acid and sealed with a concrete sealer.

b. Walls and Ceilings: Close inspection should be made semi-annually to detect conditions of interior ceilings as to cracks in plaster, water stains, deteriorated plaster, and cracks in ceiling. Examine interior walls annually to detect cracks in plaster, water stains, deteriorated plaster, broken or damaged tile, mildew, broken or damaged wallboard or paneling, disfiguration or other damage. Examine exterior walls for loose mortar, bricks, blocks, peeling paint, cracks, stain, expansion joints, and sealer. Examine weather stripping, caulking around framing, stops, door closers, locks, latches, screens, glazing, hinges and stiles. Insure that tile wall surfaces are free of dirt and built up film. Recommend that tile surfaces be washed with a detergent solution twice per a year unless dirt conditions justify more frequent cleaning. Frequency of painting walls may be reduced through washing and scrubbing of soiled surfaces following heavy rains or severe storms.

Maintenance should be scheduled to clean, paint, or replace ceilings as required. Defects must be repaired promptly to prevent further costly deteriorations. Replace all broken wallboard promptly and re-nail loose material. Re-caulk or tape over open joints between boards. Repair damaged or cracked plaster where the opening is 1/8-inch or more. Do not repair hairline cracks. Replace broken or damaged wall tile with matching material, using personnel skilled in the trade.

c. Roofing and Flashing: Roofing and flashing should be inspected to detect leaks, blisters, weathered build-up roofing, displacement or gravel; and flashing at vents, and vertical intersection of roof should be particularly checked. Check metal flashings and counter flashings for loose seams and rusting or galvanic action. Keep roof drains open and roof well drained. Indication of water under membrane should be thoroughly investigated to locate the source and scheduled for immediate repair. Investigate all cracks or other defects and if more than a single ply is affected make repairs promptly. Keep metal rigidly secured to roof deck or joints. Most common leaks are at lap joints and fastenings. Flashings require close inspection to find cracks, which can be overlooked in the presence of more obvious defects, such as torn flashings, sagging membrane, broken joints of counter flashing, or rusting in case of ferrous metal flashings. Counter flashing should extend down well over flashings and should be free from defects. Inspect roofs immediately after heavy wind, and hail storms for any resulting damage.

Most of the roofs of structures in the recreation areas have composition asphalt or cedar shakes which required minimal maintenance. Normally these structures do not have gutters. A potential problem with these roofs is that hornets and wasps build nests in between shakes. Therefore, care must be taken when performing repairs. Maintain gutters true to line and slope to insure proper drainage. Do not allow gutters to extend above roofing. Repair all broken joints and keep leak proof. Replace or reinforce weak or inadequate hangers. Keep expansion joints free to provide for expansion and contraction. Clean gutters and strainers as required. Repair loose or broken downspout joints and replace damaged sections. Keep down spouts and hangers rigidly secured. Keep splash blocks in place to prevent erosion of foundations.

d. Doors, Windows and Screens: Inspect doors, windows and screens monthly and when performing maintenance or while conducting other inspections. Make repairs as necessary to maintain them in good condition. Replace broken glass promptly. Maintain windows weather tight and operating freely. Maintain hardware in proper condition and secured in place. Replace dead, cracked, or leaked putty and repaint. Repair or replace damaged door stops, jambs, and defective hardware. Make adjustments to door closers to provide for smooth operation. Replace defective weather stripping. Keep hinges well secured to door and frame. Repair defective frames and cloth to keep screens insect proof. Straighten warped or otherwise improper fitting doors and windows. All work on doors, windows, and screens shall be done as base Level work. Major work on these items shall be negotiated or done by separate Government contract.

e. Stairways: Check condition of treads and handrails for any deterioration or unsafe conditions. All stairways and handrails shall be kept free of litter and be cleaned as needed to allow safe passage. At all times steps and landings shall be well lighted and free of hazards that may cause slips, stumbles or falls. Repair defective stairways promptly. Keep handrails rigid and secured to base. All stairway maintenance shall be done as base Level work.

## **IX. MAINTENANCE AND REPAIR OF SURFACED AND UNSURFACED AREAS:**

**1. Scope of Work**: Contractor(s) shall perform maintenance and repair to all surfaced areas to include paved and unpaved roads, paved and unpaved parking lots, improved wearing surfaces at recreation areas, erosion control surfaces, guardrails, drainage systems and related areas, structures and appurtenances. Contractor(s) is responsible for repairing potholes, raveling road shoulders, crack sealing, and striping as required, in consonance with all contractor(s) terms and conditions, in all such areas and facilities. Associated structures and appurtenances include such features as culverts, sidewalks, curbs, gutters, traffic signs and devices, traffic counters, wheel stops, campsite pads, woodchip and gravel paths and trails, etc. The contractor shall be responsible for providing sufficient personnel with required skills for accomplishing tasks required and specified in this contract(s).

### **2. Specific Tasks and Schedules:**

a. Maintenance and Repair of Paved Surfaces: All surfaced areas shall be inspected semiannually for cracks, holes, erosion, excessive roughness and drainage related failure. The Contractor(s) shall perform the following services:

(1). Seal cracks one-Quarter of an inch or wider in bituminous pavement with a prepared joint sealer that meets Federal specification SS-S-1401 for most asphalt pavements. Cracks shall be cleaned and dried prior to sealing. Contractor(s) shall remove vegetation from pavement cracks, joints, etc., as necessary. If chemicals are used they shall be approved by the COR(s) prior to use. Seal all cracks on an annual basis.

(2). Make temporary repairs to deteriorated surfaces. Normally, this will involve cleaning the affected area (without squaring), filling in with cold lay asphalt, or applying a skin patch or aggregate seal coat and compact all areas.

(3). Repair potholes, upheavals, and alligator cracked areas by removing damaged material to firm base, cutting the edges of the repaired areas vertically, and priming, patching, and compacting after the road sub-base material meets compaction requirements.

(4). Inspect concrete pavements at boat launch ramps for joints, spalling, scaling, cracking, pumping, settlement, etc.; seal cracks and joints; and perform other preventive maintenance activities as necessary. Report to the COR(s) the results of Contractor's inspections.

(5). Inspect road shoulders to prevent severe failures such as slides and to maintain pavement edge. Report to the COR(s) the results of Contractor's inspections.

(6). Maintain road and parking area shoulders so as to allow proper surface drainage and to protect the road edge. Grass or other treatment may be required to prevent erosion in accordance with TM 5-820 and as specified by the COR(s).

(7). Maintain gravel and other earth surface roads by blading or dragging the surface until all ruts and holes are filled. Maintain a smooth riding surface and a uniform crown that permits proper drainage (TM 5-624). The Contractor(s) shall blade the road surface to fill ruts and potholes and remove washboard corrugations; to redistribute and remix aggregates and fines; and shall reshape the roadway crown and shoulders as required. The Contractor(s) shall blade all gravel and dirt roads every year. Blading shall be accomplished in March.

(8). Sweep paved parking areas once per month or as needed during recreation season unless specified by the COR to remove loose stones, grass clipping buildup, silt and general litter from building up on pavement surfaces. Clean all spills as they occur.

(9). Renew all chipped nature trails with wood chip (bark).. All bare patches of dirt along trails should be covered with a layer of chip three inch thick. Renew decomposed granite on trail east of administration area at Knights Ferry and North access to covered bridge as needed. Granite should be three inches thick along trail.

b. Guardrailings: Guardrail inspections are to take place semi-annually or following incidents which may alter the system's integrity, e.g., high water or a similar mishap. The posts are to be examined for strength and stability and cables will be checked for strength, tension, and anchorage. Posts shall be straightened or replaced as needed. A report of inspection shall be forwarded to the COR(s) within 10 days after the inspection.

c. Drainage Structures and Systems: Contractor(s) shall maintain and repair storm drainage systems at the Sacramento District flood control projects. Level I work shall include but not be limited to the following tasks:

(1). Inspect drainage systems of the public use areas. Within 10 working days after the quarterly inspection, a report of inspection shall be forwarded by the Contractor(s) to the COR(s).

(2). Inspect and clean catch basins, drop inlets, manholes, and similar structures on a regular schedule (and after each major storm event) based on the rate of silting or clogging with debris, dirt or ice to ensure proper drainage. If chemicals are used, they shall be approved by the COR prior to use.

(3). Maintain ditches and channels by keeping drainage ditches clear of weeds, brush, sediment, and other accumulations that obstruct the flow of water. Maintain ditch line and grade; correct sags and minor washouts; dispose of sediment, weeds, brush, etc. to designated site as determined by COR.

(4). Ensure proper drainage around playing fields and courts by maintaining ditches, drainage systems, and sewers to direct water flow.

(5). Remove leaves from surfaced areas, curbs, gutters, and catch basins during the fall season as necessary to prevent clogging of drainage system. Haul leaves to collection point as specified by the COR(s). A spring check shall also be made to ensure good drainage efficiency.

(6). Sweep gutters and curbs once each month during recreation season to prevent accumulation of sediment and debris which would cause clogging to drainage system.

(7). Maintain and repair traffic regulatory, warning, and guidance signs; lane markings; islands; and delineators. Repaint pavement markings every 3 years to ensure they are clearly visible and touch-up heavy wear areas as needed.

(8). Maintain traffic signs and posts in proper position and in a clean and legible condition at all times.

(9). Clear accident debris from roads within 1 hour of request by COR during daytime hours (0800 to 1630 hours) and 2 hours of request during evening or off-duty hours. This does not include disabled or wrecked vehicles. On the average, debris removal has been required approximately 2 times annually at the recreation areas.

(10). Repair and replace damaged signs, signals, guardrails, guardrail posts, etc., within 5 working days of damage. Critical traffic signs as identified by the Government shall be replaced with a temporary sign immediately. If this is not possible, the COR shall be notified immediately.

(11). Maintain the free flow of traffic during pavement repairs through the use of appropriate traffic control methods or devices. Inform COR seven days in advance of planned detours or potential disruption of traffic flow.

(12). Repair cracks around induction loops in traffic counters located at entrances to campgrounds and picnic areas (paved surfaces). Cracks shall be sealed with a prepared joint sealer meeting Federal specification SS-S-1401 for asphalt pavements.

**3. Contractor(s) Capability:** Contractor(s) shall maintain the capability to provide the following services when directed by the COR. Reimbursement will be in accordance with the appropriate work level criteria for that repair.

Perform utility cuts in pavements as required. Utility cuts may be required to repair existing utilities or install new service. Historical data indicates an average of 1 cut every other year. Repair utility cuts by backfilling trenches with materials which have physical properties similar to the adjacent undisturbed materials and compacting to densities required in original construction. Apply bitumens or concrete to match existing pavement. In asphalt pavements, the fill shall be terminated eight inches below the surface. Place a concrete mat six inches thick and twenty-four inches wider than the utility cut. After the concrete mat has cured, apply asphalt, 2-inch wearing course.

Make unscheduled repairs to unpaved roads (e.g. gravel or natural earth) and appurtenant structures. Normally, this work involves the repair of severely deteriorated road sections and damaged or deteriorated road shoulders. Repair deteriorated sections of roads and shoulders by applying additional aggregate and/or earth fill and blading the surface to reshape the crown and shoulders. (The Contractor(s) may be required to haul aggregate from existing stockpiles to the jobsite). After blading, road surfaces shall be free of ruts, holes, and corrugation and shall exhibit



the proper A-shaped crown profile. Road repair work shall restore the road bed and surface to meet or exceed original specifications.

Repair or replace damaged guardrails, cables, turnbuckles, and anchors as needed. All work shall be accomplished in accordance with contract drawings and these specifications.

Clean out heavily silted and debris blocked drainage systems such as catch basins, drop inlets, culverts, headwalls, etc., along roads, parking areas, and building sites. Clear clogged storm sewers as necessary.

Replace/repair broken or damaged manhole covers and drainage grates as detected or reported.

Repair or replace damaged, broken, collapsed, or severely clogged drainage pipes by re-opening pipe trench and repairing or replacing pipe as necessary. The excavation shall be compacted and the surface area restored to its original condition. Where necessary, excavate pavement to gain access to sewer or drainage facilities or other utilities for repair work.

Reset displaced or non-functioning culverts and remove and replace unsalvageable culverts. The Contractor(s) shall not be required to handle culverts larger than 48 inches in diameter. Reset culverts shall be installed at proper levels and grade to restore original drainage capacities.

## **X. WATER SYSTEMS:**

1. **Scope of Work:** The Contractor will maintain and repair all water supply systems at Stanislaus River Parks. All work performed will meet the standards set by the State of California and counties. Work includes maintenance and repair of pumps, motors, and control systems, inspecting and repairing water systems, and cleaning facilities and equipment. Water systems shall be sterilized after repairs have been made, as prescribed by the State of California. The Contractor or one of his employees shall have a valid D1 Water Distribution License as required by the State of California to work on public drinking water systems. Any additional licenses or certifications required by the State or County to operate or repair project water systems shall be the contractor's responsibility to obtain, without any additional cost to the Government.

## **XI. QUALITY CONTROL**

The Contractor is responsible for all aspects of quality control.

## **XII. AUTHORITIES/TECHNICAL DIRECTION**

The contractor shall take no direction from any Government employee or any other person other than the Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost/price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the contractor before the contractor will act upon those changes. The contractor will comply with the Changes Clause of this contract when the contractor believes direction has been given from persons other than the Contracting Officer that equate to a change by notifying the Contracting Officer. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters.

## **XIII. PERFORMANCE PERIOD**

This contract will have a base period of two months, from 1 August 2004 through 30 September 2004. The option years will cover the following periods:

Option Year One: 1 October 2004 through 30 September 2005

Option Year Two: 1 October 2005 through 30 September 2006

Option Year Three: 1 October 2006 through 30 September 2007  
Option Year Four: 1 October 2007 through 30 September 2008.

Options are exercised at the Government's discretion. Options will be exercised by a modification that is signed by a Government Contract Officer.

#### **XIV. INVOICES**

Invoices for payment shall be submitted on a monthly basis. Invoices shall include all necessary information, including any necessary reporting documentation and shall be submitted to:

Original of invoice only sent to:

USAED, Finance Center  
ATT: CEFC-AO-P  
5270 Integrity Drive  
Millington TN 38054-5005

One copy of the invoice and a copy of all receipts sent to:

USACE Stanislaus River Parks  
ATT: Park Manager  
17968 Covered Bridge Road  
Knights Ferry CA 95361

One copy of the invoice and copy of all receipts also sent to:

USACE Sacramento  
CESPK-CT: P. Bagley  
1325 J Street  
Sacramento CA 95814

#### **XV. PAYMENTS**

Payment will be made to the Contractor on a monthly basis based on Government receipt of a proper invoice and Government acceptance of work.

#### **XVI. POINTS OF CONTACT**

The technical point of contact for this contract is: Angie Wulfow, Park Manager, 209-881-3517.

The contractual point of contact for this contract is: Paul Bagley, Contract Specialist, 916-557-7220.

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been deleted:

SPK 32-4003 INVOICES

SEP 2002

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

The following have been modified:

**SPK 45-4001 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (MAY 2000)**

(a) The government will furnish to the contractor the property identified below to be incorporated or installed into the work or used in performing the contract. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(b) Each item of property to be furnished under this clause shall be listed below:

**ITEM/DESCRIPTION**

Open-air Storage

Boundary Markers and permantly installed signs

//////////END OF CLAUSE//////////

**SECTION I - CONTRACT CLAUSES**

The following have been modified:

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)**

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

x\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

x\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

x\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

x\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

x\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

x\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

x\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

x\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

x\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

x\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

x\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

x\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

x\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### SCA WAGE DETERMINATION

94-2067 CA,STOCKTON

WAGE DETERMINATION NO: 94-2067 REV (21) AREA: CA,STOCKTON

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD: 94-2068\*\*

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2067  
William W.Gross Division of | Revision No.: 21  
Director Wage Determinations| Date Of Revision: 05/30/2003

---

State: California

Area: California Counties of Calaveras, San Joaquin, Stanislaus, Tuolumne

---

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.71
01012 - Accounting Clerk II	10.56
01013 - Accounting Clerk III	12.30
01014 - Accounting Clerk IV	13.53
01030 - Court Reporter	15.07
01050 - Dispatcher, Motor Vehicle	14.67
01060 - Document Preparation Clerk	12.50
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	12.50

01110 - Film/Tape Librarian	12.44
01115 - General Clerk I	9.09
01116 - General Clerk II	10.21
01117 - General Clerk III	13.13
01118 - General Clerk IV	14.70
01120 - Housing Referral Assistant	15.74
01131 - Key Entry Operator I	9.84
01132 - Key Entry Operator II	11.25
01191 - Order Clerk I	12.45
01192 - Order Clerk II	13.54
01261 - Personnel Assistant (Employment) I	12.42
01262 - Personnel Assistant (Employment) II	13.94
01263 - Personnel Assistant (Employment) III	15.60
01264 - Personnel Assistant (Employment) IV	16.64
01270 - Production Control Clerk	15.46
01290 - Rental Clerk	11.13
01300 - Scheduler, Maintenance	12.33
01311 - Secretary I	12.33
01312 - Secretary II	13.79
01313 - Secretary III	15.74
01314 - Secretary IV	17.47
01315 - Secretary V	19.37
01320 - Service Order Dispatcher	14.67
01341 - Stenographer I	12.00
01342 - Stenographer II	13.48
01400 - Supply Technician	17.47
01420 - Survey Worker (Interviewer)	14.89
01460 - Switchboard Operator-Receptionist	10.52
01510 - Test Examiner	13.79
01520 - Test Proctor	13.79
01531 - Travel Clerk I	11.12
01532 - Travel Clerk II	12.07
01533 - Travel Clerk III	13.01
01611 - Word Processor I	9.99
01612 - Word Processor II	10.89
01613 - Word Processor III	12.09
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.13
03041 - Computer Operator I	9.33
03042 - Computer Operator II	12.43
03043 - Computer Operator III	14.25
03044 - Computer Operator IV	17.40
03045 - Computer Operator V	19.26
03071 - Computer Programmer I (1)	14.28
03072 - Computer Programmer II (1)	17.32
03073 - Computer Programmer III (1)	20.91
03074 - Computer Programmer IV (1)	25.30
03101 - Computer Systems Analyst I (1)	18.65
03102 - Computer Systems Analyst II (1)	24.42
03103 - Computer Systems Analyst III (1)	25.99
03160 - Peripheral Equipment Operator	11.42
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.55
05010 - Automotive Glass Installer	17.14
05040 - Automotive Worker	15.81



05070 - Electrician, Automotive	16.32
05100 - Mobile Equipment Servicer	14.62
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	15.81
05190 - Motor Vehicle Mechanic	16.46
05220 - Motor Vehicle Mechanic Helper	13.94
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	15.81
05310 - Painter, Automotive	16.32
05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	14.13
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.09
07010 - Baker	12.54
07041 - Cook I	11.08
07042 - Cook II	12.09
07070 - Dishwasher	9.09
07130 - Meat Cutter	14.03
07250 - Waiter/Waitress	9.98
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.32
09040 - Furniture Handler	12.88
09070 - Furniture Refinisher	16.32
09100 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.13
09130 - Upholsterer	16.32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.09
11060 - Elevator Operator	9.09
11090 - Gardener	11.90
11121 - House Keeping Aid I	9.09
11122 - House Keeping Aid II	10.11
11150 - Janitor	9.37
11210 - Laborer, Grounds Maintenance	10.44
11240 - Maid or Houseman	8.46
11270 - Pest Controller	15.17
11300 - Refuse Collector	12.65
11330 - Tractor Operator	12.10
11360 - Window Cleaner	10.29
12000 - Health Occupations	
12020 - Dental Assistant	12.00
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.80
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	12.21
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.70
12222 - Nursing Assistant II	8.66
12223 - Nursing Assistant III	9.45
12224 - Nursing Assistant IV	10.60
12250 - Pharmacy Technician	14.52

12280 - Phlebotomist	12.36	
12311 - Registered Nurse I	17.44	
12312 - Registered Nurse II	21.34	
12313 - Registered Nurse II, Specialist	21.34	
12314 - Registered Nurse III	25.82	
12315 - Registered Nurse III, Anesthetist	25.82	
12316 - Registered Nurse IV	30.94	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.86	
13011 - Exhibits Specialist I	15.26	
13012 - Exhibits Specialist II	18.74	
13013 - Exhibits Specialist III	20.83	
13041 - Illustrator I	15.26	
13042 - Illustrator II	18.67	
13043 - Illustrator III	20.83	
13047 - Librarian	22.97	
13050 - Library Technician	13.91	
13071 - Photographer I	12.40	
13072 - Photographer II	13.67	
13073 - Photographer III	17.04	
13074 - Photographer IV	20.83	
13075 - Photographer V	25.20	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.26	
15030 - Counter Attendant	8.26	
15040 - Dry Cleaner	10.41	
15070 - Finisher, Flatwork, Machine	8.26	
15090 - Presser, Hand	8.26	
15100 - Presser, Machine, Drycleaning	8.26	
15130 - Presser, Machine, Shirts	8.26	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.26	
15190 - Sewing Machine Operator	11.33	
15220 - Tailor	13.28	
15250 - Washer, Machine	9.26	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	16.32	
19040 - Tool and Die Maker	18.88	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	16.96	
21020 - Material Coordinator	16.61	
21030 - Material Expediter	16.61	
21040 - Material Handling Laborer	11.63	
21050 - Order Filler	12.01	
21071 - Forklift Operator	14.16	
21080 - Production Line Worker (Food Processing)	13.64	
21100 - Shipping/Receiving Clerk	16.15	
21130 - Shipping Packer	16.15	
21140 - Store Worker I	11.36	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.80	
21210 - Tools and Parts Attendant	13.64	
21400 - Warehouse Specialist	13.64	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	19.38	
23040 - Aircraft Mechanic Helper	15.33	
23050 - Aircraft Quality Control Inspector	20.08	

23060 - Aircraft Servicer	16.89	
23070 - Aircraft Worker	17.81	
23100 - Appliance Mechanic	17.45	
23120 - Bicycle Repairer	14.13	
23125 - Cable Splicer	18.71	
23130 - Carpenter, Maintenance	18.69	
23140 - Carpet Layer	16.35	
23160 - Electrician, Maintenance	20.69	
23181 - Electronics Technician, Maintenance I	20.44	
23182 - Electronics Technician, Maintenance II	21.30	
23183 - Electronics Technician, Maintenance III	22.15	
23260 - Fabric Worker	16.80	
23290 - Fire Alarm System Mechanic	19.38	
23310 - Fire Extinguisher Repairer	15.70	
23340 - Fuel Distribution System Mechanic	19.38	
23370 - General Maintenance Worker	16.03	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.66	
23430 - Heavy Equipment Mechanic	20.24	
23440 - Heavy Equipment Operator	18.95	
23460 - Instrument Mechanic	20.58	
23470 - Laborer	10.62	
23500 - Locksmith	18.69	
23530 - Machinery Maintenance Mechanic	19.62	
23550 - Machinist, Maintenance	17.70	
23580 - Maintenance Trades Helper	13.94	
23640 - Millwright	21.18	
23700 - Office Appliance Repairer	18.69	
23740 - Painter, Aircraft	17.95	
23760 - Painter, Maintenance	16.32	
23790 - Pipefitter, Maintenance	20.13	
23800 - Plumber, Maintenance	19.32	
23820 - Pneudraulic Systems Mechanic	19.38	
23850 - Rigger	19.38	
23870 - Scale Mechanic	17.80	
23890 - Sheet-Metal Worker, Maintenance	18.29	
23910 - Small Engine Mechanic	15.81	
23930 - Telecommunication Mechanic I	20.16	
23931 - Telecommunication Mechanic II	20.97	
23950 - Telephone Lineman	20.16	
23960 - Welder, Combination, Maintenance	17.01	
23965 - Well Driller	18.71	
23970 - Woodcraft Worker	19.38	
23980 - Woodworker	14.62	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.76	
24580 - Child Care Center Clerk	13.98	
24600 - Chore Aid	8.46	
24630 - Homemaker	13.52	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	21.04	
25040 - Sewage Plant Operator	20.25	
25070 - Stationary Engineer	21.04	
25190 - Ventilation Equipment Tender	14.70	
25210 - Water Treatment Plant Operator	19.65	
27000 - Protective Service Occupations		

(not set) - Police Officer	24.00	
27004 - Alarm Monitor	12.30	
27006 - Corrections Officer	20.60	
27010 - Court Security Officer	20.60	
27040 - Detention Officer	20.60	
27070 - Firefighter	18.02	
27101 - Guard I	8.88	
27102 - Guard II	15.33	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	17.80	
28020 - Hatch Tender	17.80	
28030 - Line Handler	17.80	
28040 - Stevedore I	15.83	
28050 - Stevedore II	17.16	
29000 - Technical Occupations		
21150 - Graphic Artist	15.18	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	
29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	13.98	
29024 - Archeological Technician II	15.66	
29025 - Archeological Technician III	19.38	
29030 - Cartographic Technician	18.74	
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.65	
29040 - Civil Engineering Technician	19.65	
29061 - Drafter I	11.48	
29062 - Drafter II	13.95	
29063 - Drafter III	15.78	
29064 - Drafter IV	19.38	
29081 - Engineering Technician I	11.70	
29082 - Engineering Technician II	14.22	
29083 - Engineering Technician III	16.08	
29084 - Engineering Technician IV	19.76	
29085 - Engineering Technician V	24.15	
29086 - Engineering Technician VI	29.22	
29090 - Environmental Technician	15.33	
29100 - Flight Simulator/Instructor (Pilot)	24.42	
29160 - Instructor	19.39	
29210 - Laboratory Technician	15.86	
29240 - Mathematical Technician	16.86	
29361 - Paralegal/Legal Assistant I	14.94	
29362 - Paralegal/Legal Assistant II	18.93	
29363 - Paralegal/Legal Assistant III	23.10	
29364 - Paralegal/Legal Assistant IV	28.03	
29390 - Photooptics Technician	15.33	
29480 - Technical Writer	19.48	
29491 - Unexploded Ordnance (UXO) Technician I	18.49	
29492 - Unexploded Ordnance (UXO) Technician II	22.37	
29493 - Unexploded Ordnance (UXO) Technician III	26.81	
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	15.35	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.81	
29622 - Weather Observer, Upper Air (3)	13.81	
31000 - Transportation/ Mobile Equipment Operation Occupations		

31030 - Bus Driver	12.75	
31260 - Parking and Lot Attendant	11.08	
31290 - Shuttle Bus Driver	13.43	
31300 - Taxi Driver	11.73	
31361 - Truckdriver, Light Truck	12.32	
31362 - Truckdriver, Medium Truck	12.86	
31363 - Truckdriver, Heavy Truck	15.66	
31364 - Truckdriver, Tractor-Trailer	15.66	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.17	
99030 - Cashier	8.84	
99041 - Carnival Equipment Operator	10.63	
99042 - Carnival Equipment Repairer	11.08	
99043 - Carnival Worker	9.09	
99050 - Desk Clerk	9.76	
99095 - Embalmer	18.49	
99300 - Lifeguard	9.72	
99310 - Mortician	18.93	
99350 - Park Attendant (Aide)	12.20	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.72	
99500 - Recreation Specialist	13.52	
99510 - Recycling Worker	15.22	
99610 - Sales Clerk	10.30	
99620 - School Crossing Guard (Crosswalk Attendant)	9.09	
99630 - Sport Official	9.72	
99658 - Survey Party Chief (Chief of Party)	21.31	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.63	
99660 - Surveying Aide	12.86	
99690 - Swimming Pool Operator	12.09	
99720 - Vending Machine Attendant	9.07	
99730 - Vending Machine Repairer	12.09	
99740 - Vending Machine Repairer Helper	10.00	

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.56 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been added by full text:

### **SPK 12-4008     Requests for Proposals (RFPs) Using Simplified Acquisition Procedures (June 2004)**

a. This acquisition is being conducted in accordance with FAR 13.5, Test Program for Certain Commercial Items, which authorizes the use of simplified procedures for the acquisition of commercial supplies and services in amounts greater than the simplified acquisition threshold of \$100,000 but not exceeding \$5,000,000. The purpose of this test program is to vest contracting officers with additional procedural discretion and flexibility, so that commercial item acquisitions in this dollar range can be solicited, offered, evaluated, and awarded in a simplified manner that maximizes efficiency and economy and minimizes burden and administrative costs for both the Government and industry.

b. In accordance with the definition of "solicitation" at FAR Part 2, solicitations under simplified acquisition procedures may require submission of either a quotation or an offer.

c. This solicitation requires submission of an offer. As defined at FAR Part 2, "offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract.



The following have been modified:

**SPK 15-4004 DIRECTIONS FOR SUBMITTING OFFERS (MAR 2002)**

Envelopes containing offers must be sealed, marked and addressed as follows:

**MARK ENVELOPES:**

Solicitation No.: W91238-04-R-0024  
Offer Closing Date: 09 July 2004  
Offer Closing Time: 3:00 PM PDT

**ADDRESS ENVELOPES TO:**

Department of the Army  
U.S. Army Engineer District, Sacramento  
Corps of Engineers  
ATTN: CONTRACTING DIVISION  
1325 J Street  
Sacramento CA 95814-2922

Hand-carried offers must be delivered to: Eighth Floor, Room 878, Contracting Division Reception Area, at the above address. Offerors are cautioned to allow sufficient time for submission of hand-carried offers. Security measures have been employed which may require offers to be scanned by x-ray prior to being submitted. These measures are considered to be necessary to insure the safety of our personnel.

//////////END OF CLAUSE//////////

(End of Summary of Changes)